

FINAL

REVISIONS:

Item 13a. moved to Unfinished Business, Item 25a.
Item 45 pulled

CITY COUNCIL CITY OF WICHITA KANSAS

City Council Meeting
09:00 a.m. December 4, 2007

City Council Chambers
455 North Main

ORDER OF BUSINESS

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the November 27, 2007 regular meeting

PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Maraydel Grayum-Trash and recycling issues.
2. Rickie Coleman-The proposed installation of cameras in police cars.
3. Paul Weigand-Smoking Ban.
4. Don Hamm-Smokers right to choose.
5. Larry Doss-Alternative Smoking Ban.
6. Adam Martinez-Freedom to choose to smoke.

CONSENT AGENDA

7. Report of the Board of Bids and Contracts Dated December 3, 2007

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

8. Applications for Licenses:

Renewals

David A. Cherry

Kansas Video Corp. dba
Video Adventure

2726 North Amidon

RECOMMENDED ACTION: Approve the licenses.

9. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal

Cheryl L. Gehlen

2007

Annex Lounge*

(Consumption on Premises)

6305 East Harry Street

New Operator

Mdarifur Rahman

2007

Gulmohur Inc.
dba BP Amoco

(Consumption off Premises)

5562 South Seneca

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

10. Petitions for Public Improvements:

- a. Construct a Sanitary Sewer in Willow Creek East Addition, east of Greenwich, south of Harry. (District II)
- b. Sanitary Sewer to serve part of Interurban Place Addition, north of 53rd Street North, west of Arkansas (District VI)
- c. Construct a Sanitary Sewer in The Woods Addition, east of 151st Street West, north of Maple. (District V)
- d. Sanitary Sewer to serve Lot 3, Block 1, YMCA South Addition, west of South Meridian, north of I-235. (District IV)
- e. Pave a 21st Street right turn lane to serve Krug South Unplatted Commercial Tract, south of 21st, west of 143rd Street East. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

11. Consideration of Street Closures/Uses.

RECOMMENDED ACTION: Approve street closure.

12. Design Services Agreements:

- a. Design Services for Tyler's Landing Third Addition, south of 37th Street North, east of Tyler. (District II)
- b. Design Agreements for Hydraulic from Harry to Kellogg. (District I)-Supplemental

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

13. Minutes of Advisory Boards/Commissions, December 04, 2007.

Board of Electrical Appeals, October 9, 2007
Board of Park Commissioners, October 8, 2007

RECOMMENDED ACTION: Receive and file.

13a. (Moved to Item 25a)

14. Oliver Improvement between Harry and Kellogg. (District III)

RECOMMENDED ACTION: Approve right-of-way funding; place the Ordinance on First Reading; and authorize the signing of State/Federal Agreements as required.

15. Century II Cooling Tower Replacement.

RECOMMENDED ACTION: Approve the project, adopt the Resolution and authorize the necessary signatures.

16. Century II Air Handler Equipment Repairs and Replacement.

RECOMMENDED ACTION: Approve the project, adopt the Resolution and authorize the necessary signatures.

17. Expo Hall HVAC Equipment Repairs and Replacement.

RECOMMENDED ACTION: Approve the project, adopt the Resolution and authorize the necessary signatures.

18. Replacement of Bob Brown Expo Hall Roof.

RECOMMENDED ACTION: Approve the project, adopt the Resolution and authorize the necessary signatures.

19. Budget Adjustment for Medical Expenses for Prisoners – Police Department.

RECOMMENDED ACTION: Approve the budget adjustment.

20. Pubic Exigency-Emergency Water Supply Line Repairs.

RECOMMENDED ACTION: Affirm the City Manager's Public Exigency approval of the project.

21. Development Agreement-29th Street and Maize Road, Cadillac Lake. (District V)

RECOMMENDED ACTION: Approve the Letter of Intent.

22. Approval of Contract for Development of a Five-Year Transit Development Plan.

RECOMMENDED ACTION: Approve the Mayor to execute the contract with TranSystems.

23. Contract with Employment Research Corporation.

RECOMMENDED ACTION: Approve the contract.

24. Second Reading Ordinances: (First Read November 27, 2007)

a) Chapter 6.04 Animal Ordinance

An Ordinance Amending Sections 6.04.010, 6.04.020, 6.04.035, 6.04.036, 6.04.040, 6.04.045, 6.04.046, 6.04.048, 6.04.050, 6.04.055, 6.04.060, 6.04.070, 6.04.080, 6.04.090, 6.04.110, 6.04.120, 6.04.130, 6.04.150, 6.04.160, 6.04.170, 6.04.190, 6.04.210 and creating Sections 6.04.155 AND 6.04.156 of the Code of the City of Wichita, Kansas pertaining to Animal Control and Protection and repealing the original of sections 6.04.010, 6.04.020, 6.04.035, 6.04.036, 6.04.040, 6.04.045, 6.04.046, 6.04.048, 6.04.050, 6.04.055, 6.04.060, 6.04.070, 6.04.080, 6.04.090, 6.04.110, 6.04.120, 6.04.130, 6.04.150, 6.04.160, 6.04.170, 6.04.190, 6.04.210 of the Code of the City of Wichita.

(Item 24 continued)

- b) SUB 2007-56-Campus Crest Addition located on the southwest corner of 29th Street North and Oliver. (District I)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

- c) ZON2007-00042 – Zone change from “SF-5” Single-Family Residential to “LC” Limited Commercial. Generally located southeast of the intersection of Rock Road and Harry Avenue. (District II)

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended

RECOMMENDED ACTION: Adopt the Ordinances.

UNFINISHED BUSINESS

25. Repair or Removal of Dangerous and Unsafe Structures. (District VI)

Property Address
1149 North Market

Council District
VI

RECOMMENDED ACTION: Take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) any pending special assessments are paid within thirty (30) days; (2) the structure is maintained secure as of December 4, 2007 and is kept secured during renovation; and (3) the premise kept clean and free of debris as of December 4, 2007, and will be so maintained during renovation.

(Item 25a)

25a. Acquisition of Land at Hydraulic and Denker for Fire Station 22. (District III)
(Deferred November 27, 2007)

RECOMMENDED ACTION: Approve the budget; approve the Real Estate Contracts; and authorize all necessary signatures.

NEW BUSINESS

(9:30 a.m. or soon thereafter)

26. Repair or Removal of Dangerous and Unsafe Structure. (Districts I, II, III, and VI)

On October 23, 2007, a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted a resolution providing for a public hearing to be held on this condemnation action at 9:30 a.m. or as soon thereafter, on December 4, 2007.

<u>Property Address</u>	<u>Council District</u>
a. 1230 North Grove	I
b. 912 North Cleveland	I
c. 1305 North Grove	I
d. 231 North Estelle	I
e. 2403-05 East Murdock	I
f. 1317 North Ash	I
g. 700 North Beech Lot 27	II
h. 700 North Beech Lot 29	II
i. 700 North Beech Lot 32	II
j. 700 North Beech Lot 41	II
k. 700 North Beech Lot 55	II
l. 2101 South Washington	III
m. 934 North Wichita	VI

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of December 4, 2007; (2) the structure has been secured as of December 4, 2007 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of December 4, 2007, and will be so maintained during renovation.

27. Public Hearing on the Issuance of Tax-exempt Housing Bonds, Inwood Crossing Apartments. (District I).

On May 8, 2007, the City Council approved the issuance of a letter of intent to issue industrial revenue bonds in the amount not-to-exceed \$22,000,000 for LDG Development in connection with the development of the Inwood Crossings Apartments at Inwood and 35th Street North, in northeast Wichita.

RECOMMENDED ACTION: Close the public hearing and receive and file comments.

28. Selection of an Underwriter.

Staff is seeking authority to solicit the services of an underwriter to assist in the marketing of these bonds, through a negotiated sale.

RECOMMENDED ACTION: Authorize the issuance of an RFP for selection of an underwriter for the purpose of assisting in a negotiated sale of special obligation STAR bonds.

29. 2008-2009 SEIU Memorandum of Agreement.

The City Negotiating Team and SEIU Local 513 have reached an agreement on a Memorandum of Agreement for 2008-2009. The union membership has ratified the agreement.

RECOMMENDED ACTION: Approve the proposed 2008-2009 Memorandum of Agreement between the City and Service Employee International Union Local 513.

30. Year-End Amendments to Salary and Classification Ordinances

Salary Ordinances set the rates of pay for City employees. Amendments to the following ordinances are presented: Non-exempt Employee Salary; Non-exempt Employee Classification; Exempt Employee Salary; and Exempt Employee Classification.

RECOMMENDED ACTION: It is recommended that the City Council adopt the ordinances and place them on first reading.

31. HUD Consolidated Plan/Annual Plan Process.

The U.S. Department of Housing and Urban Development (HUD) provides annual funding for programs that serve or benefit low to moderate-income persons.

RECOMMENDED ACTION: Close the public hearing and approve funding categories and reserve amounts for the 2008/2009 Consolidated Plan, based on funding estimates available at this time.

32. Grants Review Committee Appointments.

On March 28, 2000, the City Council approved the change in composition of the Grants Review Committee due to the abolishment of the Human Services Advisory Board and the Citizen Participation Organization.

RECOMMENDED ACTION: Approve the appointments to the 2008 Grants Review Committee. It is further recommended that the City Council authorize the City Manager to appoint a replacement(s), in the event that an appointee is unable to serve.

33. Consolidated Plan Amendment: Demolition and Clearance of Dangerous and Unsafe Buildings.
(Districts I, III, IV, VI)

During the 1999/2000 CDBG program year, the City Council approved funding that provided for personal services to establish the positions for Environmental Health Inspectors under the Sedgwick County/Wichita Department of Health.

RECOMMENDED ACTION: Close the public comment period and approve the substantial amendment to the City of Wichita's 2004/2008 Consolidated Plan, deleting the Environmental Health Inspectors activity and adding a new activity: Demolition and Clearance of Dangerous and Unsafe Buildings. In addition, it is recommended that the corresponding adjustment be approved for the OCI budget.

34. Petition to construct a Sanitary Sewer to serve part of Fairlawn Acres Addition, south of Kellogg, west of Woodchuck. (District V)

The signatures on the Petition represent 1 of 2 (50%) resident owners and 81% of the improvement district area. District V Advisory Board sponsored a November 5, 2007, neighborhood hearing on the project. The Board voted 7-0 to recommend approval of the project.

RECOMMENDED ACTION: Approve the Petition, adopt the Resolution and authorize the necessary signatures.

35. Petition to construct a Sanitary Sewer to serve Lots 5-8, Broadbeck Addition, north of 31st Street North, west of Arkansas. (District VI)

The signatures on the Petition represent 5 of 6 (83%) resident owners and 75% of the improvement district area. Public Works-Engineering staff met with affected property owners on November 1, 2007. It was the consensus of property owners who were present to support the project.

RECOMMENDED ACTION: Approve the Petition, adopt the Resolution and authorize the necessary signatures.

36. Kellogg Drainage Structure near Zelta. (District II)

On July 10, 2007, the City Council approved a supplemental agreement with CF&S to design a drainage structure under Kellogg near Zelta.

RECOMMENDED ACTION: Approve the project, place the Ordinance on First Reading and authorize the signing of State/Federal agreements as required.

37. 21st Street Improvement, between K-96 Freeway and 159th Street East. (District II)

The 2007-2016 Capital Improvement Program (CIP) adopted by the City Council includes a project to improve 21st Street, between K-96 Freeway and 159th St. East. District II Advisory Board sponsored a November 5, 2007, neighborhood hearing on the project. The Board voted 8-0 to recommend approval of the project.

RECOMMENDED ACTION: Approve the project, place the Ordinance on First Reading and authorize the signing of State/Federal Agreements as required.

38. 13th Street Bridge over the Little Arkansas River. (District VI)

On May 8, 2007, the City Council approved a project to rehabilitate the 13th St. Bridge over the Little Arkansas River. An attempt to award a construction contract within the project budget was not successful. An amending Resolution has been prepared to revise the budget.

RECOMMENDED ACTION: Approve the revised budget, adopt the amending Ordinance and authorize the signing of State/Federal agreements as required.

39. Design Agreement Kellogg, from Cypress to 127th Street East. (District II)

On June 22, 2007, the Staff Screening and Selection Committee selected PB Americas, Inc. (PB), which is a consortium of local consulting engineering firms including Baughman, TranSystems, MKEC and PB to prepare construction plans for a freeway from Cypress to 127th St. East.

RECOMMENDED ACTION: Approve the design project, approve the Agreement, place Ordinance on First Reading and authorize the signing of State/Federal agreements as required.

40. Preliminary Design Agreement: Kellogg, from 127th Street East to 159th Street East. (District II)

On June 22, 2007, the Staff Screening and Selection Committee selected PB Americas, Inc. (PB) to prepare preliminary plans for a freeway from 127th St. East to 159th St. East.

RECOMMENDED ACTION: Approve the preliminary plans project, approve the Agreement, place the Ordinance on First Reading and authorize the signing of State/Federal agreements as required.

41. Kellogg, from Cypress to 159th Street East. (District II)

The 2007-2016 Capital Improvement Program includes funding for East Kellogg improvements. Funding is needed at this time for opportunity right-of-way purchases.

RECOMMENDED ACTION: Approve the project, place the Ordinance on First Reading, and authorize the signing of State/Federal agreements as required.

42. Amendments to Section 5.26.030 of the Code of the City of Wichita, Kansas, pertaining to Possession of Drug Paraphernalia.

The amendments the Legislature included a more extensive list of items considered to be drug paraphernalia. Amendments to City of Wichita ordinance 5.26.030 incorporate the changes from the state statutes.

RECOMMENDED ACTION: Place the ordinance on first reading.

43. An Ordinance Amending Section 11.38.285 of the Code of the City of Wichita, Kansas, pertaining to Motor Vehicle Safety Belt Use.

The 2007 Kansas Legislature amended K.S.A. 8-2503, regarding the mandated use of safety restraints in motor vehicles.

RECOMMENDED ACTION: Place the ordinance on first reading.

44. Assistance to Firefighters Grant Program.

The FY 2007 Defense Authorization Act authorized the federal Department of Homeland Security, Federal Emergency Management Agency (FEMA), to make \$547 million in grants available to fire departments.

RECOMMENDED ACTION: Approve the grant application and acceptance; authorize necessary signatures; and approve all necessary budget adjustments to fund a match up to \$16,981.

(Item 45)

45. Child Care Facilities.

(Item pulled per Kay Johnson)

46. Program Management Services for Water Supply Projects.

On October 3, 2000, the City Council approved and instructed Staff to begin implementation of the Concept Design Plan for the Integrated Local Water Supply Plan.

RECOMMENDED ACTION: Approve the contract for Program Management services and authorize the necessary signatures.

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

* Consent Items

47. *ZON2007-48-Zone Change from "SF-5" Single-family Residential to "LC" Limited Commercial with Protective Overlay #196. Generally located on the south side of MacArthur Road and east of Hydraulic Avenue. (District III)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the zone change, subject to the additional recommended provisions of Protective Overlay #196 and subject to the condition of platting; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to the City Council; OR
2) Return the application to the MAPC for reconsideration.

48. *ZON2007-49-Zone Change from "SF-5" Single-family Residential to "GO" General Office with Protective Overlay #197. Generally located south of MacArthur Road, on the east side of Hydraulic Avenue. (District III)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the zone change, subject to the additional recommended provisions of Protective Overlay #197 and subject to the condition of platting; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to the City Council; OR
2) Return the application to the MAPC for reconsideration.

49. *CUP2007-56-Associated with ZON2007-50-DP-62 Chelsea Community Unit Plan Amendment #10 to create Parcel 3A and other modifications including reduced setback; zone change to "LC" Limited Commercial. Generally located on the west side of Rock Road, one block south of Rockhill Street. (District II)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the community unit plan and the zone change to LC Limited Commercial; place the ordinance establishing the zone change for first reading; OR 2) Return the application to the MAPC for reconsideration.

50. *SUB2007-40-The Pines at Sawmill Creek Addition, located east of Rock Road and on the north side of 45th Street North. (District II)

RECOMMENDED ACTION: Approve the documents and plat; authorize the necessary signatures; and adopt the Resolutions.

51. *SUB2007-75-Plat of Rocky Ford Industrial Park Addition located south of 31st Street south and on the east side of Rock Road. (County)

RECOMMENDED ACTION: Approve the documents and plat; authorize the necessary signatures; and adopt the Resolutions.

52. *SUB2007-94-Plat of Cedar View village Addition, located east of Greenwich Road and south of Kellogg. (District II)

RECOMMENDED ACTION: Approve the documents and plat; authorize the necessary signatures; and adopt the Resolutions.

53. *DED2007-30-Dedication of a utility easement located south of 31st Street south and on the west side of Meridian. (District IV)

RECOMMENDED ACTION: Accept the Dedication.

54. *DED2007-31-Dedication of a utility easement located on the northeast corner of Rock Road and Bradley Fair Parkway. (District II)

RECOMMENDED ACTION: Accept the Dedication.

55. *DR2005-21-Zone change from SF-5, Single Family to IP-A, Industrial Park-Airport. Generally located at the northeast corner of 55th Street South and Clifton Avenue. (District III)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve first reading of the ordinance establishing the zone change; OR 2) Return the application to the MAPC for reconsideration.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

*Consent items

56. *Agreement for Replacement Flight Information Display System - Signature Technologies, Inc. dba Com-Net Software.

RECOMMENDED ACTION: Approve the Agreement, and authorize the necessary signatures.

CITY COUNCIL

57. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

58. Approval of travel expenses for Mayor Brewer to attend the United States Conference of Mayors Meeting in Washington, DC January 23-25, 2008.

RECOMMENDED ACTION: Approve the expenditure.

59. Approval of travel expenses for Mayor Brewer and City Council Members Gray, Longwell, Schlapp, Skelton, Williams to attend the NLC Congressional City Conference in Washington, DC March 8-12, 2008.

RECOMMENDED ACTION: Approve the expenditures.

Adjournment

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer in Willow Creek East Addition (east of Greenwich, south of Harry) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On March 13, 2007, the City Council approved a Petition to construct a Sanitary Sewer in Willow Creek East Addition. The improvement district included two adjoining unplatted tracts. The developer has submitted a new Petition that adds a third unplatted tract that will be served by the project. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new residential development located east of Greenwich, south of Harry.

Financial Considerations: The project budget is unchanged.

Goal Impact: This project will address the Efficient Infrastructure goal by providing sanitary sewer service to a new residential development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, Petition and Resolution

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 404, FOUR MILE CREEK SEWER (EAST OF GREENWICH, SOUTH OF HARRY) 468-84338** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 404, FOUR MILE CREEK SEWER (EAST OF GREENWICH, SOUTH OF HARRY) 468-84338** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That Resolution No. **07-170** adopted on **March 13, 2007** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 404, Four Mile Creek Sewer (east of Greenwich, south of Harry) 468-84338**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for hereof is estimated to be **Two Hundred Six-Four Thousand Dollars (\$264,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2007**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WILLOW CREEK EAST ADDITION

Lots 1 through 26, Block 1

Lots 1 through 11, Block 2

Lots 1 through 12, Block 3

Lots 1 through 6, Block 4

UNPLATTED TRACT A (ADJACENT TO BLOCK 3, WILLOW CREEK EAST ADDITION)

Beginning at the Southwest Corner of Lot 1, Block 3, Willow Creek East, Wichita, Sedgwick County, Kansas, thence N 89°41'46"W, 120 feet; thence N00°18'14"E, 183.25 feet; thence N13°01'26"W, 83.91 feet; thence N41°08'53"W, 92.96 feet; Thence N55°56'39"W, 74.10 feet; thence N33°26'39"W, 71.18 feet; thence N11°33'21"E, 71.18 feet; thence N34°03'21"E, 26.70 feet; thence S55°56'39"E, 328.72 feet; thence S00°18'14"W, 344.30 feet to the place of beginning.

UNPLATTED TRACT B (ADJACENT TO BLOCK 2, WILLOW CREEK EAST ADDITION)

Beginning at the Southwest Corner of Lot 1, Block 2, Willow Creek East, Wichita, Sedgwick County, Kansas; thence N89°49'32"W, 147.03 feet; thence N00°18'14"E, 50.82 feet; thence N06°22'16"E, 88.36 feet; thence N12°26'18"E, 175.50 feet; thence N06°22'16"E, 101.89 feet; thence N00°18'14"E, 271.53 feet; thence S89°41'46"E, 120 feet; thence S00°18'14"W, 389 feet; thence S06°07'41"W, 295.64 feet to the point of beginning.

UNPLATTED TRACT C (ADJACENT TO BLOCK 4, WILLOW CREEK EAST ADDITION)

Beginning at the South corner of Lot 1, Block 4, Willow Creek East, Wichita, Sedgwick County, Kansas; thence S29°30'18"E, 62.20 feet; thence S05°01'29"W, 79.30 feet; thence S63°03'59"W, 67.08 feet; thence S35°07'03"E, 65.01 feet; thence S16°40'38"W, 68.11 feet; thence S19°07'53", 67.27 feet; thence S25°34'29"W, 21.18 feet; thence S53°50'44"W, 48.82 feet; thence S01°09'41"E, 45.54 feet; thence S 72°28'01"E, 69.73 feet; thence S26°40'49"E, 215.86 feet; thence N89°41'46"W, 576.01 feet; thence N00°16'22"E, 82.60 feet; thence N48°45'53"E, 454.16 feet; thence N22°31'51"E, 132.68 feet; thence N34°03'21"E, 255.00 feet; thence S55°56'39"E, 120 feet to the point of beginning.

SECTION 5. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 26, Block 1, Lots 1 through 11, Block 2, Lots 1 through 12, Block 3, and Lots 1 through 6, Block 4; WILLOW CREEK EAST ADDITION, shall each pay 1/75 of the total cost payable by the improvement district; UNPLATTED TRACT A, shall pay 9/84 of the total cost payable by the improvement district; UNPLATTED TRACT B, shall pay 11/84 of the total cost payable by the improvement district; and UNPLATTED TRACT C, shall pay 9/84 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

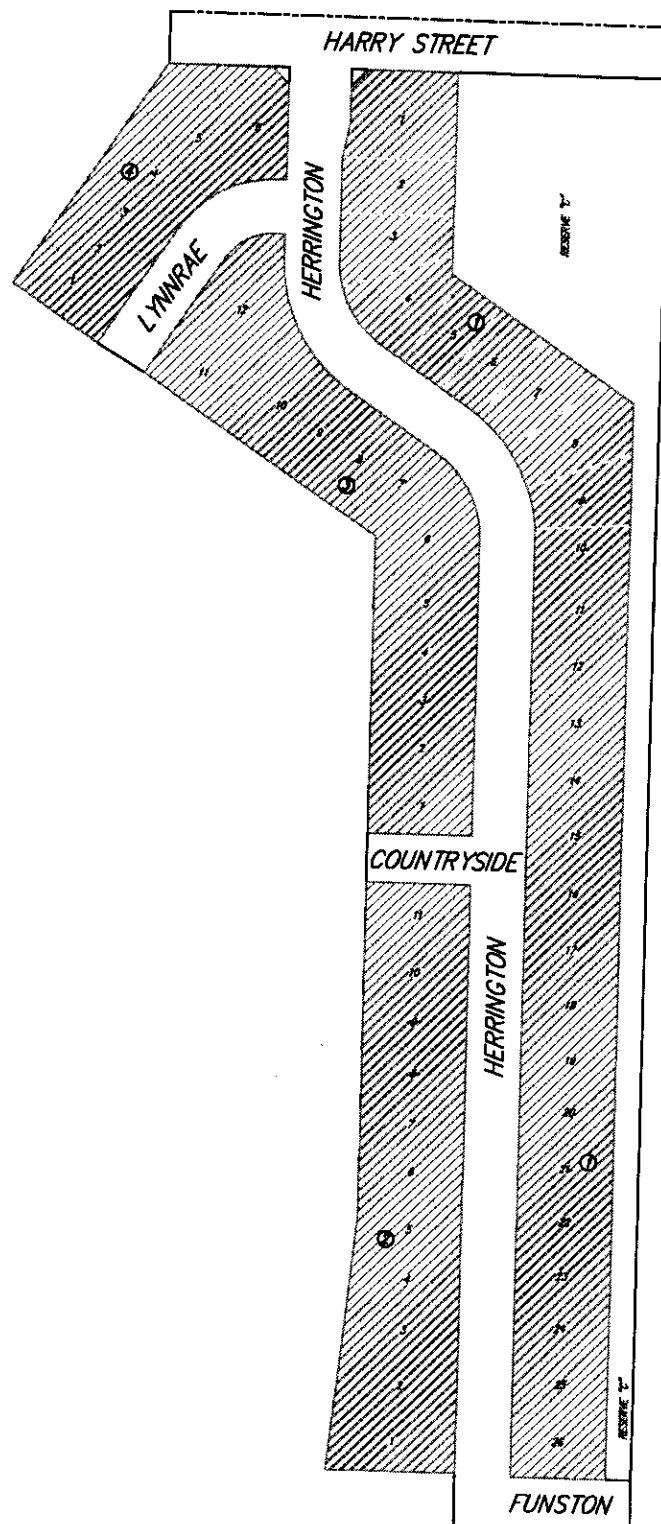
CARL BREWER, MAYOR

ATTEST:

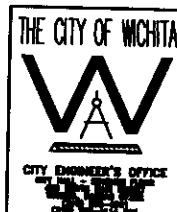
KAREN SUBLETT, CITY CLERK

(SEAL)

WILLOW CREEK EAST ADDITION



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



RECEIVED

SEP 14 2007

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

CITY CLERK OFFICE

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WILLOW CREEK EAST

Lots 1-26, Block 1
Lots 1-11, Block 2
Lots 1-12, Block 3
Lots 1-6, Block 4

UNPLATTED TRACT A (Adjacent to Block 3, Willow Creek East)

Beginning at the Southwest Corner of Lot 1, Block 3, Willow Creek East, Wichita, Sedgwick County, Kansas, thence N89°41'46"W, 120 feet; thence N00°18'14"E, 183.25 feet; thence N13°01'26"W, 83.91 feet; thence N41°08'53"W, 92.96 feet; thence N55°56'39"W, 74.10 feet; thence N33°26'39"W, 71.18 feet; thence N11°33'21"E, 71.18 feet; thence N34°03'21"E, 26.70 feet; thence S55°56'39"E, 328.72 feet; thence S00°18'14"W, 344.30 feet to the place of beginning.

UNPLATTED TRACT B (Adjacent to Block 2, Willow Creek East)

Beginning at the Southwest Corner of Lot 1, Block 2, Willow Creek East, Wichita, Sedgwick County, Kansas; thence N89°49'32"W, 147.03 feet; thence N00°18'14"E, 50.82 feet; thence N06°22'16"E, 88.36 feet; thence N12°26'18"E, 175.50 feet; thence N06°22'16"E, 101.89 feet; thence N00°18'14"E, 271.53 feet; thence S89°41'46"E, 120 feet; thence S00°18'14"W, 389 feet; thence S06°07'41"W, 295.64 feet to the point of beginning.

UNPLATTED TRACT C (Adjacent to Block 4, Willow Creek East)

Beginning at the South corner of Lot 1, Block 4, Willow Creek East, Wichita, Sedgwick County, Kansas; thence S29°30'18"E, 62.20 feet; thence S05°01'29"W, 79.30 feet; thence S63°03'59"W, 67.08 feet; thence S35°07'03"E, 65.01 feet; thence S16°40'38"W, 68.11 feet; thence S19°07'53"E, 67.27 feet; thence S25°34'29"W, 21.18 feet; thence S53°50'44"W, 48.82 feet; thence S01°09'41"E, 45.54 feet; thence S72°28'01"E, 69.73 feet; thence S26°40'49"E, 215.86 feet; thence N89°41'46"W, 576.01 feet; thence N00°16'22"E, 82.60 feet; thence N48°45'53"E, 454.16 feet; thence N22°31'51"E, 132.68 feet; thence N34°03'21"E, 255.00 feet; thence S55°56'39"E, 120 feet to the point of beginning.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

- (b) That the estimated and probable cost of the foregoing improvements being Two Hundred Sixty Four Thousand Dollars (\$264,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata rate of 1 percent per month from and after February 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

That the following described lots and tracts situated in Willow Creek East, an Addition to Wichita, Sedgwick County, Kansas shall each pay 1/75 of the total cost payable by the improvement district:

WILLOW CREEK EAST

Lots 1-26, Block 1
Lots 1-11, Block 2
Lots 1-12, Block 3
Lots 1-6, Block 4

And That Unplatted Tract A shall pay 9/84 of the total cost payable by the improvement district;

And that Unplatted Tract B shall pay 11/84 of the total cost payable by the improvement district.

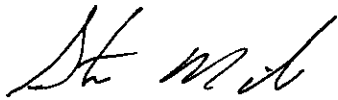
And that Unplatted Tract C shall pay 9/84 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each

ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 12-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>WILLOW CREEK EAST</u>		8-8-07
Lots 1-26, Block 1		
Lots 1-11, Block 2		
Lots 1-12, Block 3		
Lots 1-6, Block 4		
UNPLATTED TRACT A		
UNPLATTED TRACT B		
UNPLATTED TRACT C		

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Chris Boleu
Name

924 N. Main, 67203
Address

264-8008
Telephone Number

20 07 Sworn to and subscribed before me this 14 day of September



[Signature]
Karen Sublett, City Clerk

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: Petitions for Sanitary Sewer to serve part of Interurban Place Addition (north of 53rd St. North, west of Arkansas) (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

.....

Recommendation: Approve the Petitions.

Background: The Petitions have been signed by owners representing 100% of the improvement districts.

Analysis: The projects will provide sanitary sewer service for residential properties located north of 53rd St. North, west of Arkansas.

Financial Considerations: The Petitions total \$84,100. The funding source is special assessments.

Goal Impact: The projects address the Efficient Infrastructure goal by providing sanitary sewer improvements for an existing residential area.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions, adopt the Resolutions and authorize the necessary signatures.

Attachments: Maps, CIP Sheets, Petitions and Resolutions.

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 11, MAIN 15, SANITARY SEWER NO. 23 (NORTH OF 53RD ST. NORTH, WEST OF ARKANSAS) 468-84452** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 11, MAIN 15, SANITARY SEWER NO. 23 (NORTH OF 53RD ST. NORTH, WEST OF ARKANSAS) 468-84452** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 11, Main 15, Sanitary Sewer No. 23 (north of 53rd St. North, west of Arkansas) 468-84452**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Forty-Six Thousand Dollars (\$46,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**LOT 1, EXCEPT THE SOUTH 92 FEET OF THE EAST 329 FEET OF LOT 14, ON
AVENUE "A", NOW ARMSTRONG, INTERURBAN PLACE, SEDGWICK COUNTY,
KANSAS**

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvements for which the improvement district shall be liable shall be on a fractional basis: The LOT 14, EXCEPT THE SOUTH 92 FEET OF THE EAST 329 FEET OF LOT 14, ON AVENUE "A", NOW ARMSTRONG, INTERURBAN PLACE, SEDGWICK COUNTY, KANSAS shall pay an amount equal to 100% of the total cost of the improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which

shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 12, MAIN 15, SANITARY SEWER NO. 23 (EAST OF SENECA, SOUTH OF 57TH ST. NORTH) 468-84460** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 12, MAIN 15, SANITARY SEWER NO. 23 (EAST OF SENECA, SOUTH OF 57TH ST. NORTH) 468-84460** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 12, Main 15, Sanitary Sewer No. 23 (east of Seneca, south of 57th St. North) 468-84460**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be **Eighteen Thousand Dollars (\$18,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **June 1, 2007**, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Five Thousand One Hundred Dollars (\$5,100).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

INTERURBAN PLACE ADDITION

East 294 Feet of the North ½ of Lot 10 Except for the East 10 Feet North ½ of Lot 10 Except for the East 294 Feet

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 13, MAIN 15, SANITARY SEWER NO. 23 (EAST OF SENECA, SOUTH OF 57TH ST. NORTH) 468-84461** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 13, MAIN 15, SANITARY SEWER NO. 23 (EAST OF SENECA, SOUTH OF 57TH ST. NORTH) 468-84461** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 13, Main 15, Sanitary Sewer No. 23 (east of Seneca, south of 57th St. North) 468-84461.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be **Fifteen Thousand Dollars (\$15,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **April 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**PARCEL #1 AND PARCEL #2 AS DESCRIBED ON THE ATTACHED SHEET AS A
PORTION OF THE SOUTH HALF OF LOT 4, INTERURBAN PLACE SEDGWICK
COUNTY, KS**

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: PARCEL #1 AND PARCEL #2 AS DESCRIBED ON THE ATTACHED SHEET AS A PORTION OF THE SOUTH HALF OF LOT 4, INTERURBAN PLACE, shall each pay an amount equal to 50% of the total cost of the improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

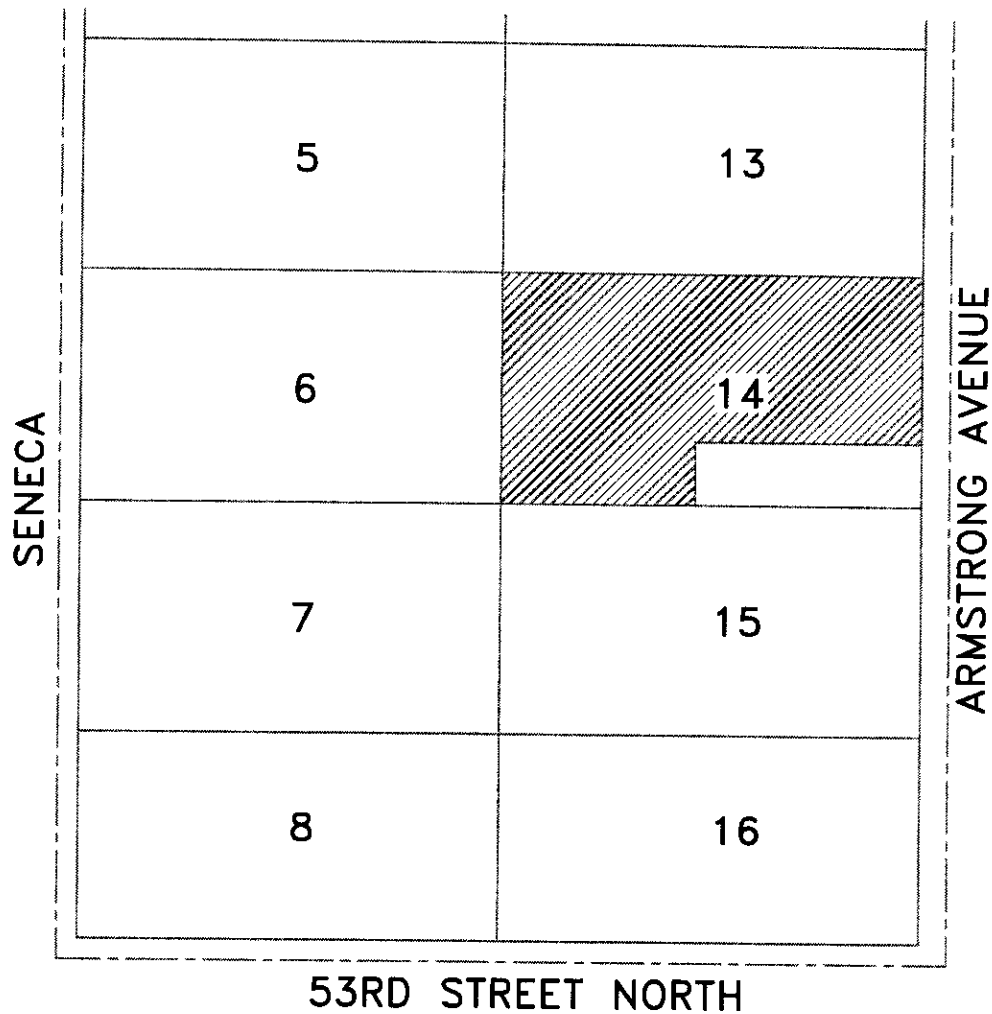
CARL BREWER, MAYOR

ATTEST:

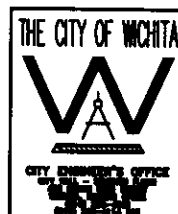
KAREN SUBLETT, CITY CLERK

(SEAL)

INTERURBAN PLACE ADDITION



BENEFIT DISTRICT 
(ACTUAL ALIGNMENT TO BE
DETERMINED BY DESIGN ENGINEER)





Savoy Company, P.A.
433 S. Hydraulic
Wichita, KS. 67211-1911

PH (316) 265-0005
FAX (316) 265-0275
www.savoyco.com

LOT SPLIT

Page 1 of 1

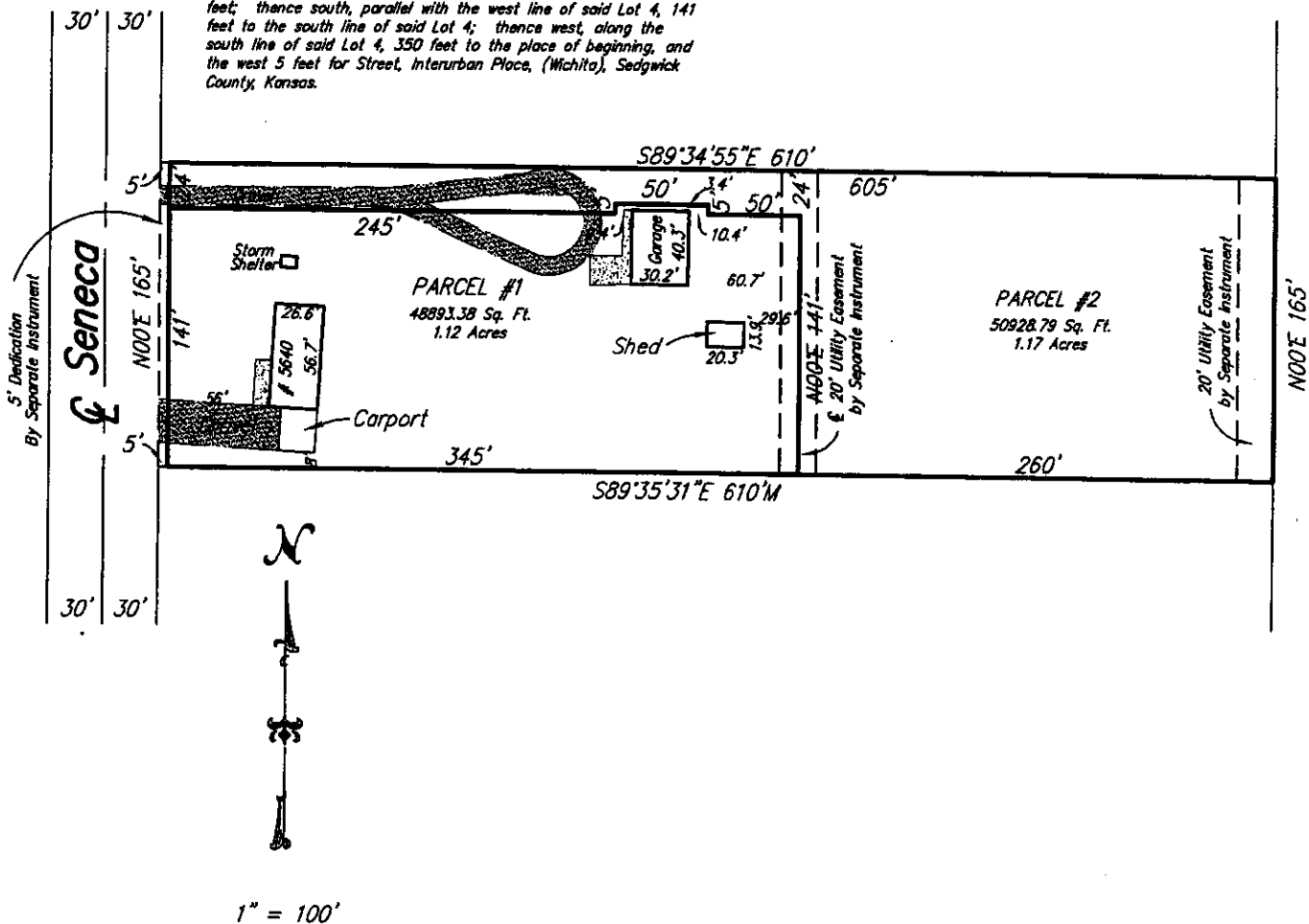
The S1/2 of Lot 4, Interurban Place,
(Wichita), Sedgwick County, Kansas

PARCEL 1:

That part of Lot 4, described as beginning at the S.W. Corner of said Lot 4; thence north, along the west line of said Lot 4, 141 feet; thence east, parallel with the south line of said Lot 4, 250 feet; thence north, parallel with the west line of said Lot 4, 5 feet; thence east, parallel with the south line of said Lot 4, 50 feet; thence south, parallel with the west line of said Lot 4, 5 feet; thence east, parallel with the south line of said Lot 4, 50 feet; thence south, parallel with the west line of said Lot 4, 141 feet to the south line of said Lot 4; thence west, along the south line of said Lot 4, 350 feet to the place of beginning, except the west 5 feet for Street, Interurban Place, (Wichita), Sedgwick County, Kansas.

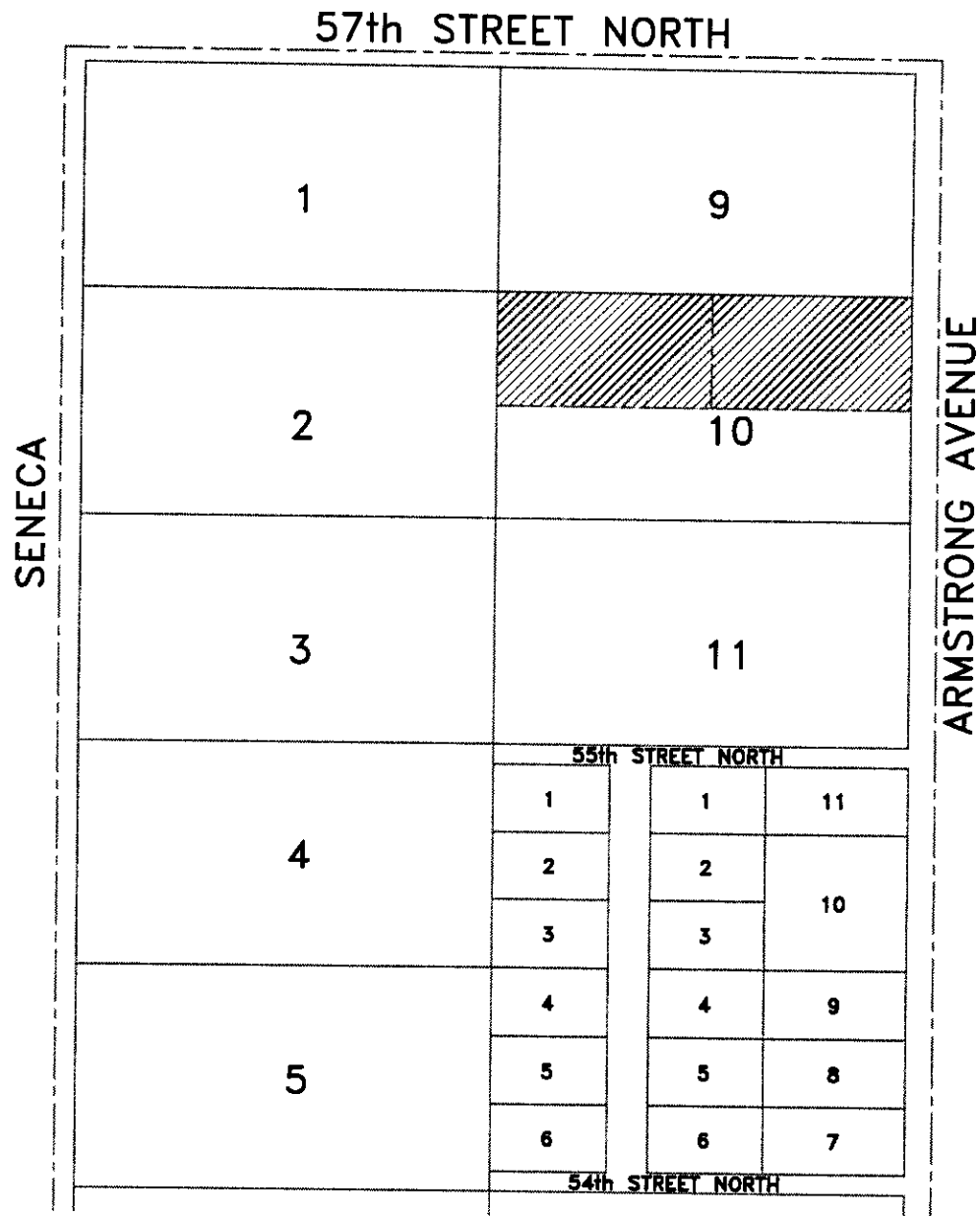
PARCEL 2:

The S1/2 of Lot 4, except that part described as beginning at the S.W. Corner; thence north, along the west line of said Lot 4, 141 feet; thence east, parallel with the south line of said Lot 4, 250 feet; thence north, parallel with the west line of said Lot 4, 5 feet; thence east, parallel with the south line of said Lot 4, 50 feet; thence south, parallel with the west line of said Lot 4, 5 feet; thence east, parallel with the south line of said Lot 4, 50 feet; thence south, parallel with the west line of said Lot 4, 141 feet to the south line of said Lot 4; thence west, along the south line of said Lot 4, 350 feet to the place of beginning, and the west 5 feet for Street, Interurban Place, (Wichita), Sedgwick County, Kansas.

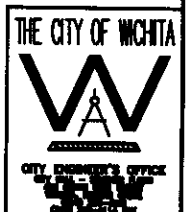



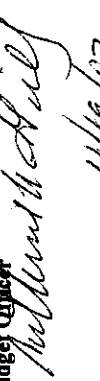
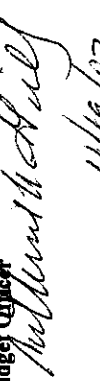
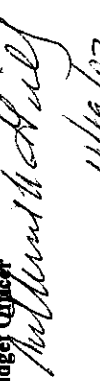
PROJECT NO. 07BB07580 L





INTERURBAN PLACE ADDITION



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



CAPITAL IMPROVEMENT				USE:	
PROJECT AUTHORIZATION				To Initiate Project To Revise Project	
CITY OF WICHITA				<div style="border: 1px solid black; width: 40px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">X</div>	
1. Initiating Department Public Works		2. Initiating Division Eng	3. Date 11/14/2007	4. Project Description & Location Sanitary Sewer to serve part of Interurban Place Addition	
5. CIP Project Number NI-200424		6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date	
9. Estimated Start Date		10. Estimated Completion Date		11. Project Revised	
As Required		As Required			
12. Project Cost Estimate					
ITEM	GO	SA	OTHER *	TOTAL	
Right of Way					
Paving, grading & const.					
Bridge & Culverts					
Drainage					
Sanitary Sewer		\$46,000		\$46,000	
Sidewalk					
Water					
Other					
Totals		\$46,000		\$46,000	
Total CIP Amount Budgeted					
Total Prelim. Estimate					
13. Recommendation: Approve the petition and adopt the Resolution					
Division Head		Department Head		Budget Officer	City Manager
					
				Date 11/19/07	Date

CAPITAL IMPROVEMENT PROJECT AUTHORIZATION CITY OF WICHITA				USE: To Initiate Project To Revise Project	
				<div style="border: 1px solid black; width: 40px; margin: 0 auto; text-align: center;">X</div>	
1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.					
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/14/2007	4. Project Description & Location Sanitary Sewer to serve part of Interurban Place Addition		
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date		
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised			
As Required	As Required				
12. Project Cost Estimate					
ITEM	GO	SA	OTHER *	TOTAL	
Right of Way					
Paving, grading & const.					
Bridge & Culverts					
Drainage					
Sanitary Sewer		\$23,100		\$23,100	
Sidewalk					
Water					
Other					
Totals		\$23,100		\$23,100	
Total CIP Amount Budgeted					
Total Prelim. Estimate					
13. Recommendation: Approve the petition and adopt the Resolution					
Division Head		Department Head		Budget Officer	City Manager
					
				Date	Date
				11/19/07	

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/14/2007	4. Project Description & Location Sanitary Sewer to serve part of Interurban Place Addition
5. CIP Project Number NE-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER * TOTAL
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer		\$15,000	\$15,000
Sidewalk			
Water			
Other			
Totals		\$15,000	\$15,000
Total CIP Amount Budgeted			
Total Prelim. Estimate			

Platting Required	Yes	No
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition
* Sanitary Sewer Utility
Lateral 13, Main 15, SS# 23
468-84461

13. Recommendation: Approve the petition and adopt the Resolution

Division Head

Department Head

Budget Officer

City Manager

John A. ...
11/19/07

Date

RECEIVED 

OCT 01 2007

CITY CLERK OFFICE

SANITARY SEWER IMPROVEMENTS
FOR A PORTION OF LOT 14, INTERURBAN PLACE
WICHITA, KS

PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of lots, parcels, and tracts of real property lying within the area described generally as follows:

Lot 1, except the south 92 feet of the east 329 feet of Lot 14, on Avenue "A",
now Armstrong, Interurban Place, Sedgwick County, Kansas

do hereby petition, pursuant to the provisions of K.S.A. 1980 Supp. 12-6a01 et seq., as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Forty Six ~~Thousand Dollars (\$46,000.00)~~, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after October 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost for the improvement for which the improvement district is liable.

468-84452

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any cost that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvements for which the improvements district shall be liable shall be on a fractional basis.

(North of 53rd St. North
West of Arkansas)

Lateral 11,
Main 15,
SS # 23

That Lot 14, except the south 92 feet of the east 329 feet of Lot 14, on Avenue "A", now Armstrong, Interurban Place, Sedgwick County, Kansas shall pay an amount equal to 100% of the total cost of the improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven(7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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INTERURBAN PLACE

Lot 14, except the south 92 feet of the east 329 feet of Lot 14, on Avenue "A", now Armstrong, Interurban Place, Sedgwick County, Kansas

By: 

Loc Lai, President
Cao Dai Temple, Inc.

9/28/2007

ABSTRACTOR'S CERTIFICATE OF OWNERSHIP MUST ACCOMPANY THIS PETITION

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Name

Mark A. Long

Address

433 S. Hydrault

Telephone No.

265-0005

Sworn to and described before me this 1 day of October, 2007.



Deputy City Clerk

Chris Edwards

\$

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Interurban Place Addition

East 294 Feet of the North ½ of Lot 10 Except for the East 10 Feet
North ½ of Lot 10 Except for the East 294 Feet

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, said lateral sanitary sewer to connect to an existing sanitary sewer main.

Lateral 12,
Main 15,
SS #23

- (b) That the estimated and probable cost of the lateral sanitary sewer is **Eighteen Thousand Dollars (\$18,000)** exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after **June, 1 2007**.

468-84460

- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of **Five Thousand One Hundred Dollars (\$5,100)**.

(East of

SEMOCA,

South of

57th St.

North)

- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial

design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee, shall be on a **Square Foot** basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis:

- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.




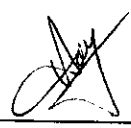
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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Interurban Place Addition

5/2/07

E 294 FT OF THE N 1/2 EXC E 10 FT	MC FEETERS, DEWEY A & ANCY A  
N1/2 LOT 10 EXC E 294 FT	MC FEETERS, DEWEY A & ANCY A  

RECEIVED

APR 25 '07

SANITARY SEWER SYSTEM IMPROVEMENT PETITION

To the Mayor and City Council
Wichita, Kansas

CITY CLERK OFFICE

Dear Council Members:

1. We, the undersigned owners of record as below designated, of lots, parcels, and tracts of real property lying within the area described generally as follows:

PARCEL #1 AND PARCEL #2
AS DESCRIBED ON THE ATTACHED SHEET AS A PORTION OF THE
SOUTH HALF OF LOT 4, INTERURBAN PLACE
SEDGWICK COUNTY, KS

do hereby petition, pursuant to the provisions of K.S.A. 1980 Supp. 12-6a01 et seq., as follows:

- (a) That there be constructed a sanitary sewer system including necessary sanitary sewer mains and appurtenances to serve the area described above, according to plans and specification to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Fifteen Thousand Dollars (\$15,000.00), with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after April 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost for the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvements for which the improvements district shall be liable shall be on a fractional basis.

468-8446 / Lateral 13, Main 15, SS #23
(East of Seneca, south of 57th St. North)

That Parcel #1 and Parcel #2 as described on the attached sheet as a portion of the South half of Lot 4, Interurban Place shall each pay an amount equal to 50% of the total cost of the improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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SOUTH 1/2, LOT 4, INTERURBAN PLACE
SEDGWICK COUNTY, KS

By: Timothy E. Sinnott Date: 4-25-07
Timothy E. Sinnott

By: Kathleen E. Sinnott Date: 4/25/07
Kathleen E. Sinnott

ABTRACTOR'S CERTIFICATE OF OWNERSHIP MUST ACCOMPANY THIS PETITION

PARCEL 1:

That part of Lot 4, described as beginning at the S.W. Corner of said Lot 4; thence north, along the west line of said Lot 4, 141 feet; thence east, parallel with the south line of said Lot 4, 250 feet; thence north, parallel with the west line of said Lot 4, 5 feet; thence east, parallel with the south line of said Lot 4, 50 feet; thence south, parallel with the west line of said Lot 4, 5 feet; thence east, parallel with the south line of said Lot 4, 50 feet; thence south, parallel with the west line of said Lot 4, 141 feet to the south line of said Lot 4; thence west, along the south line of said Lot 4, 350 feet to the place of beginning, except the west 5 feet for Street, Interurban Place, (Wichita), Sedgwick County, Kansas.

PARCEL 2:

The S1/2 of Lot 4, except that part described as beginning at the S.W. Corner; thence north, along the west line of said Lot 4, 141 feet; thence east, parallel with the south line of said Lot 4, 250 feet; thence north, parallel with the west line of said Lot 4, 5 feet; thence east, parallel with the south line of said Lot 4, 50 feet; thence south, parallel with the west line of said Lot 4, 5 feet; thence east, parallel with the south line of said Lot 4, 50 feet; thence south, parallel with the west line of said Lot 4, 141 feet to the south line of said Lot 4; thence west, along the south line of said Lot 4, 350 feet to the place of beginning, and the west 5 feet for Street, Interurban Place, (Wichita), Sedgwick County, Kansas.

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Name

Mark A. Long

Address

433 S. Hydraulic

Telephone No.

265-0005

Sworn to and described before me this 25th day of April, 2007.

Deputy City Clerk

Patsy Exchackier



**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer in The Woods Addition (east of 151st St. West, north of Maple) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On February 14, 2006, the City Council approved a Petition to construct a sanitary sewer main in The Woods Addition. As a sewer main, the project would be funding 50% by special assessments and 50% by the Sanitary Sewer Utility. Since that time it has been determined that the project is an offsite lateral sewer and should be funded 100% by special assessments. The developer has submitted a new Petition to modify the funding. The signature on the new Petition represents 100% of the improvement district.

Analysis: The project will serve a new residential development located east of 151st St. West, north of Maple.

Financial Considerations: The existing Petition totals \$97,000 with the \$48,500 assessed to the improvement district and \$48,500 paid by the Sanitary Sewer Utility. The new Petition totals \$97,000 with the total assessed to the improvement district.

Goal Impact: This project will address the Efficient Infrastructure goal by providing sanitary sewer service to a new residential development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 55, COWSKIN INTERCEPTOR SEWER (EAST OF 151ST ST. WEST, NORTH OF MAPLE) 468-84128** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 55, COWSKIN INTERCEPTOR SEWER (EAST OF 151ST ST. WEST, NORTH OF MAPLE) 468-84128** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **06-076** adopted on **February 14, 2006** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 55, Cowskin Interceptor Sewer (east of 151st St. West, north of Maple) 468-84128**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Ninety-Seven Thousand Dollars (\$97,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2005**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

THE WOODS ADDITION

Lots 1 through 12, Block A
Lots 14 through 53, Block B
Lots 1 through 29, Block C
Lots 1 through 14, Block D

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 12, Block A, Lots 14 through 53, Block B, Lots 1 through 29, Block C, and Lots 1 through 14, Block D, THE WOODS ADDITION shall each pay 1/95 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

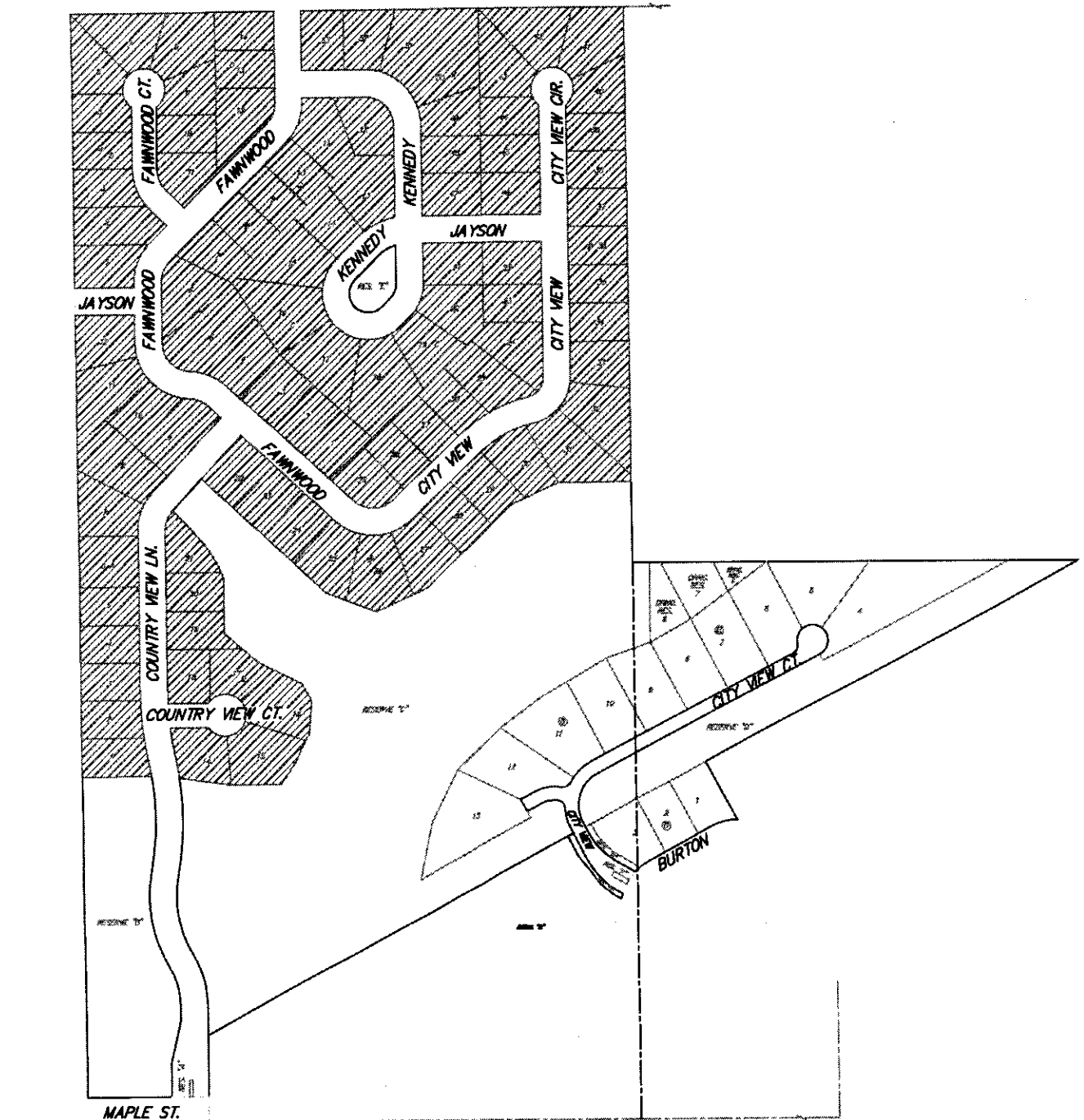
CARL BREWER, MAYOR

ATTEST:

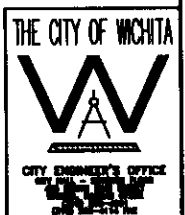
KAREN SUBLETT, CITY CLERK

(SEAL)

THE WOODS ADDITION



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

- USE:
1. Prepare in triplicate
 2. Send original & 2 copies to budget.
 3. City Manager to sign all copies.
 4. File original w/ initiating resolution in City Clerk.
 5. Return 2nd copy to initiating department.
 6. Send 3rd copy to Controller.

To Initiate Project	X
To Revise Project	

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/14/2007	4. Project Description & Location Sanitary Sewer in The Woods Addition
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required	As Required		
12. Project Cost Estimate			
ITEM	GO	SA	OTHER *
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer		\$97,000	
Sidewalk			
Water			
Other			
Totals		\$97,000	\$97,000
Total CIP Amount Budgeted			
Total Prelim. Estimate			

	Yes	No
Platting Required	X	
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Sanitary Sewer Utility

Lateral 55, CIS

468-84128

13. Recommendation: Approve the petition and adopt the Resolution

Division Head <i>Don Anson</i>	Department Head <i>Carl M. C.</i>	Budget Officer <i>Anthony McHally</i>	City Manager
Date	Date	Date	Date

RECEIVED

SEP 20 2007

CITY CLERK OFFICE

OFFSITE SANITARY SEWER PETITION
(PHASE 1 & 2)

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Latral 55,
CIS
468-84128

THE WOODS ADDITION

Lots 1 through 12, Block A
Lots 14 through 53, Block B
Lots 1 through 29, Block C
Lots 1 through 14, Block D

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed an offsite sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Ninety-Seven Thousand Dollars (\$97,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after November 1, 2005.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 12, Block A, Lots 14 through 53, Block B, Lots 1 through 29, Block C, and Lots 1 through 14, Block D, THE WOODS ADDITION, shall each pay 1/95 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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THE WOODS ADDITION

Lots 1 through 12, Block A
Lots 14 through 53, Block B
Lots 1 through 29, Block C
Lots 1 through 14, Block D

Maple Group, L.L.C.

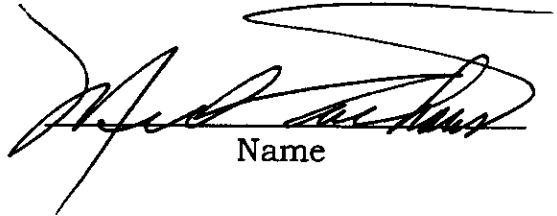
By: 

Jay W. Russell, Member

9/19/07

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

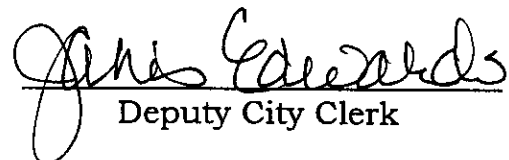

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 20 day of September
2007.




Deputy City Clerk

City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council Members

SUBJECT: Petition for a Sanitary Sewer to serve Lot 3, Block 1, YMCA South Addition
(west of South Meridian, north of I-235) (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by two owners representing 100% of the improvement district.

Analysis: The project will provide sanitary sewer service for commercial development located west of South Meridian, north of the I-235 Freeway.

Financial Considerations: The Petition totals \$20,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sanitary sewer improvements required for commercial development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 527, SOUTHWEST INTERCEPTOR SEWER (WEST OF SOUTH MERIDIAN, NORTH OF I-235) 468-84453** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 527, SOUTHWEST INTERCEPTOR SEWER (WEST OF SOUTH MERIDIAN, NORTH OF I-235) 468-84453** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 527, Southwest Interceptor Sewer (west of South Meridian, north of I-235) 468-84453**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Twenty Thousand Dollars (\$20,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2007** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PARCEL B

The east 225.00 feet of Lot 3, Block 1, YMCA South Addition, an addition to Wichita, Sedgwick County, Kansas, except the south 110.00 feet thereof.

PARCEL C

Lot 3, Block 1, YMCA South Addition, an addition to Wichita, Sedgwick County, Kansas, EXCEPT a tract described as the south 110.00 feet of the east 223.00 feet of said Lot 3, and EXCEPT a tract described as the east 225.00 feet of said Lot 3, except the south 110.00 feet thereof.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: PARCEL "B" AND PARCEL "C", LYING WITHIN LOT 3, BLOCK 1, YMCA SOUTH ADDITION, shall each pay $\frac{1}{2}$ of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which

shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____
day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

Sewer & Water Exhibit

PARCEL
"C"
25,217.5 Sq. Ft. 00.58 Acre

PVC Stub

20' UTILITY EASEMENT
(BY SEPARATE INSTRUMENT)

PROPOSED 8" SAN. SEWER

PARCEL
"B"
20,247.3 Sq. Ft. 0.46 Acre

PARCEL
"A"
24,530.0 Sq. Ft. 0.56 Acre

Building
Footprint Area = 24,012 sq. ft.
Finished Floor
Elevation = 1287.4

50' BUILDING SETBACK (PER RECORDED PLAT)

35' DRAINAGE & UTILITY EASEMENT (PER RECORDED PLAT)

50' BUILDING SETBACK (PER RECORDED PLAT)

35' DRAINAGE & UTILITY EASEMENT (PER RECORDED PLAT)

Scale of Bearings = S00°00'00"W 965.86'(N) & 965.87'(P)

COMPLETE ACCESS CONTROL (PER RECORDED PLAT)

APPROXIMATE LOCATION OF 8" CITY OF WICHITA WATER LINE, 32' WEST OF CENTERLINE MERIDIAN AVE.
Meridian Avenue

- FH = Fire Hydrant
- SMH = Sanitary Sewer Manhole
- MW = Water Meter
- WV = Water Valve
- Sanitary Sewer Line
- Water Line

Scale: 1" = 40'

MINIMUM BUILDING PAD ELEVATIONS FOR LOWEST OPENING TO THE STRUCTURES		
LOT	BLOCK	ELEVATION MSL (NGVD29)
3	1	1287.4

Project No. 07-07-P164



Baughman Company, P.A.
315 Ellis St., Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

FILE: \SURVEY\LOT7\WMA SOUTH ADD LOT 3.dwg | WMA SOUTH LOT 3 SPV17.dwg

CAPITAL IMPROVEMENT				
PROJECT AUTHORIZATION				
CITY OF WICHITA				
<div style="display: flex; justify-content: space-between;"> <div> <p>USE:</p> <p>To Initiate Project X</p> <p>To Revise Project </p> </div> <div> <ol style="list-style-type: none"> 1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller. </div> </div>				
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/14/2007	4. Project Description & Location Sanitary Sewer for Lot 3, Block 1, YMCA South Addition	
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer		\$20,000		\$20,000
Sidewalk				
Water				
Other				
Totals		\$20,000		\$20,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the petition and adopt the Resolution				
<div style="display: flex; justify-content: space-between;"> <div> <p>Division Head</p> <p><i>Jan Amour</i></p> </div> <div> <p>Department Head</p> <p><i>John M. Con...</i></p> </div> <div> <p>Budget Officer</p> <p><i>Patricia McNeill</i></p> </div> <div> <p>City Manager</p> <p><i>11/19/07</i></p> </div> </div>				

RECEIVED

OCT 25 2007

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Parcel B

The east 225.00 feet of Lot 3, Block 1, YMCA South Addition, an addition to Wichita, Sedgwick County, Kansas, except the south 110.00 feet thereof.

Parcel C

Lot 3, Block 1, YMCA South Addition, an addition to Wichita, Sedgwick County, Kansas, EXCEPT a tract described as the south 110.00 feet of the east 223.00 feet of said Lot 3, and EXCEPT a tract described as the east 225.00 feet of said Lot 3, except the south 110.00 feet thereof.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the lateral sanitary sewer is Twenty Thousand Dollars (\$20,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after October 1, 2007.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the lateral sanitary sewer for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction

does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of improvements for which the improvement district is liable shall be on a fractional basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Parcel "B" and Parcel "C", lying within Lot 3, Block 1, YMCA SOUTH ADDITION shall each pay 1/2 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis:

- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

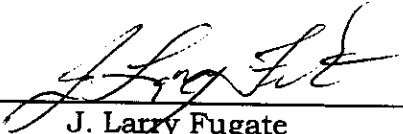
3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

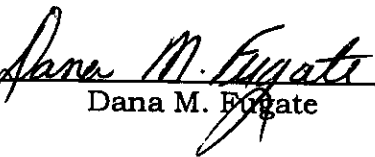
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE 10/17/07
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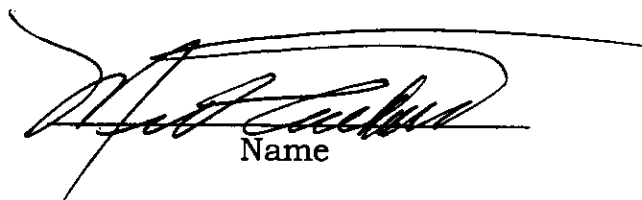
PARCEL 'B'
PARCEL 'C'

By: 
J. Larry Fugate

By: 
Dana M. Fugate

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

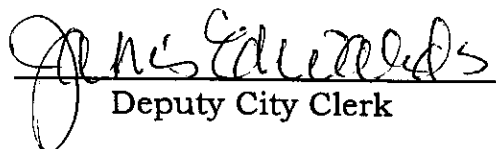

Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 25 day of October
2007.




Deputy City Clerk

City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council Members

SUBJECT: Petition to pave a 21st Street right turn lane to serve Krug South Unplatted Commercial Tract (south of 21st, west of 143rd St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner representing 100% of the improvement district.

Analysis: The project will improve vehicular access to a new commercial development located south of 21st, west of 143rd St. East.

Financial Considerations: The Petition totals \$53,000. The Funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal providing paving improvements for a commercial development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A **RIGHT TURN LANE ON 21ST STREET FOR EAST-BOUND TRAFFIC (SOUTH OF 21ST, EAST OF 143RD ST. EAST) 472-84635** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING A **RIGHT TURN LANE ON 21ST STREET FOR EAST-BOUND TRAFFIC (SOUTH OF 21ST, EAST OF 143RD ST. EAST) 472-84635** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct a **right turn lane on 21st Street for east-bound traffic (south of 21st, east of 143rd St. East) 472-84635**.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Fifty-Three Thousand Dollars (\$53,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2007** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

UNPLATTED COMMERCIAL TRACT 1

A tract of land located in the Northeast Quarter of Section 11, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas and being more particularly described as follows:

BEGINNING at a point lying 95.00 feet south of and 75.00 feet west of the Northeast corner of said Northeast Quarter; thence parallel with the east line of said Quarter S00°53'20"E, 155.00 feet; thence S09°25'04"E, 101.12 feet; thence S00°53'20"E, 499.87 feet; thence S88°37'33"W, 1093.19 feet; thence N00°53'20"W, 720.00 feet; thence N53°47'38"E, 122.55 feet to a point lying 60 feet south of the north line of said Quarter; thence parallel with and 60 feet south of said north line N88°37'33"E, 703.06 feet; thence S82°50'42"E, 101.12 feet; thence N88°37'34"E, 155.00 feet; thence S46°07'53"E, 28.16 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 852,909 square feet or 19.58 acres of land, more or less.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: THE UNPLATTED COMMERCIAL TRACT 1, shall pay 100% of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Except when driveways are requested to serve a particular tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

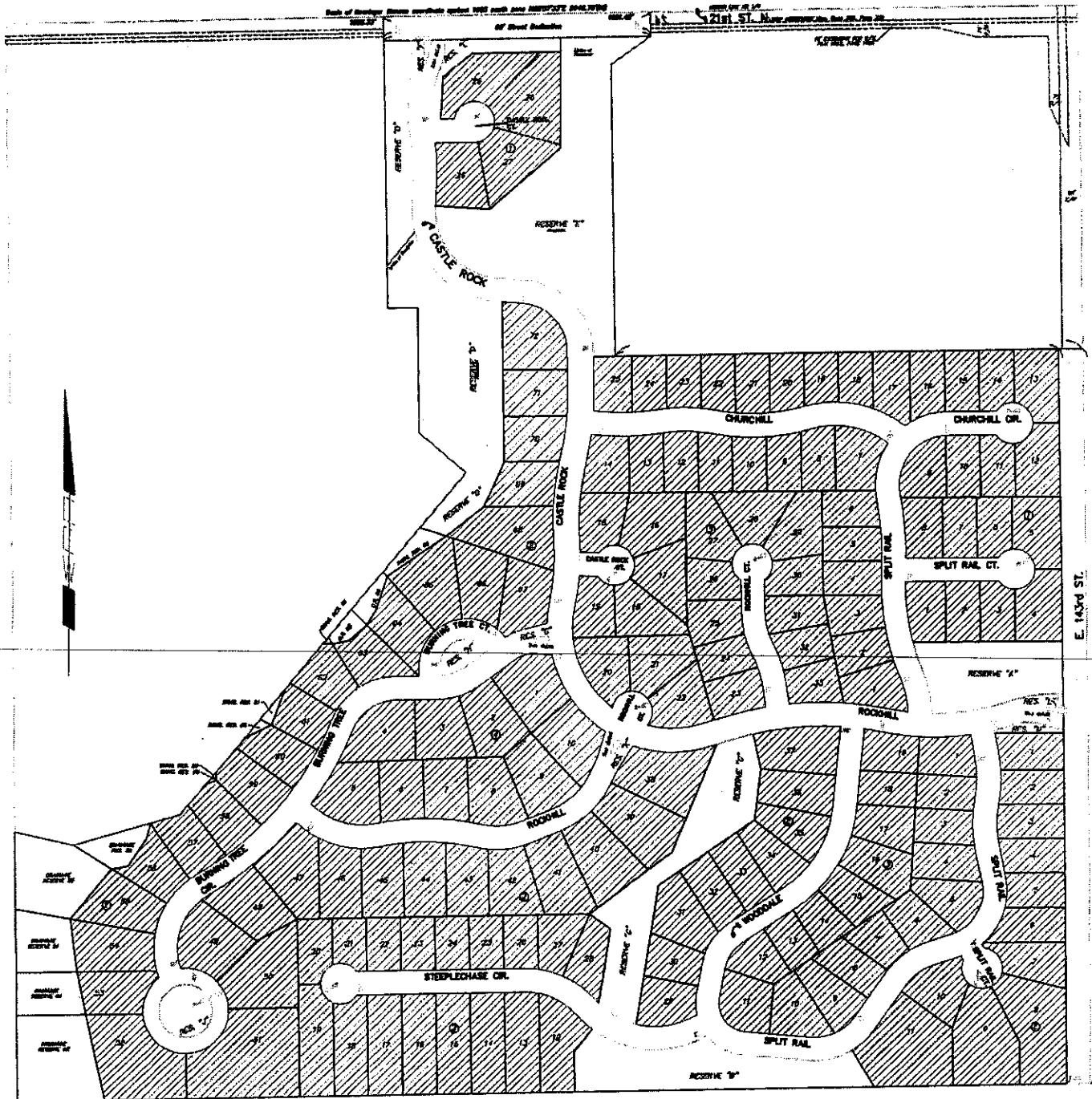
CARL BREWER, MAYOR

ATTEST:

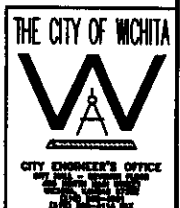
KAREN SUBLETT, CITY CLERK

(SEAL)

KRUG SOUTH ADDITION



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



CAPITAL IMPROVEMENT			
PROJECT AUTHORIZATION			
CITY OF WICHITA			
USE: To Initiate Project <input checked="checked" type="checkbox"/> X To Revise Project <input type="checkbox"/>		1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.	
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/13/2007	4. Project Description & Location 21st Street Right Turn lane for Krug South Commercial Tract 1
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER * TOTAL
Right of Way			
Paving, grading & const.		\$53,000	\$53,000
Bridge & Culverts			
Drainage			
Sanitary Sewer			
Sidewalk			
Water			
Traffic Signals			
Totals		\$53,000	\$53,000
Total CIP Amount Budgeted			
Total Prelim. Estimate			
13. Recommendation: Approve the petition and adopt the resolution			
Division Head <i>Jan Amos</i>		Department Head <i>Chris M. Can.</i>	Budget Officer <i>Matthew Hall</i> Date <i>11/20/07</i>
		City Manager Date	

PAVING PETITION
RIGHT TURN LANE-COMMERCIAL

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

UNPLATTED COMMERCIAL TRACT 1

A tract of land located in the Northeast Quarter of Section 11, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas and being more particularly described as follows:

Beginning at a point lying 95.00 feet south of and 75.00 feet west of the Northeast corner of said Northeast Quarter; thence parallel with the east line of said Quarter S00°53'20"E, 155.00 feet; thence S09°25'04"E, 101.12 feet; thence S00°53'20"E, 499.87 feet; thence S88°37'33"W, 1093.19 feet; thence N00°53'20"W, 720.00 feet; thence N53°47'38"E, 122.55 feet to a point lying 60 feet south of the north line of said Quarter; thence parallel with and 60 feet south of said north line N88°37'33"E, 703.06 feet; thence S82°50'42"E, 101.12 feet; thence N88°37'34"E, 155.00 feet; thence S46°07'53"E, 28.16 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 852,909 square feet or 19.58 acres of land, more or less.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- 472-84635
- (a) That there be constructed within the area described above, pavement of a right turn lane on 21st Street for east-bound traffic to serve the area described above. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
 - (b) That the estimated and probable cost of the foregoing improvement is Fifty-Three Thousand Dollars (\$53,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2007.
 - (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

The Unplatted Commercial Tract 1 shall pay 100% of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. ~~Where the ownership of a single lot or tract is or may be divided~~ into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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UNPLATTED COMMERCIAL TRACT 1

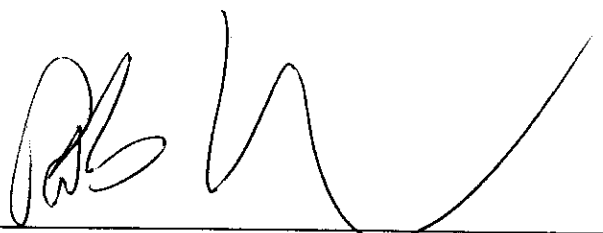
RITCHIE ASSOCIATES, INC.

A tract of land located in the Northeast Quarter of Section 11, Township 27 South, Range 2 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas and being more particularly described as follows:

Beginning at a point lying 95.00 feet south of and 75.00 feet west of the Northeast corner of said Northeast Quarter; thence parallel with the east line of said Quarter S00°53'20"E, 155.00 feet; thence S09°25'04"E, 101.12 feet; thence S00°53'20"E, 499.87 feet; thence S88°37'33"W, 1093.19 feet; thence N00°53'20"W, 720.00 feet; thence N53°47'38"E, 122.55 feet to a point lying 60 feet south of the north line of said Quarter; thence parallel with and 60 south of said north line N88°37'33"E, 703.06 feet; thence S82°50'42"E, 101.12 feet; thence N88°37'34"E, 155.00 feet; thence S46°07'53"E, 28.16 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 852,909 square feet or 19.58 acres of land, more or less.

By:


Rob Ramseyer, Vice President

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Rachel A. Sanders
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 5 day of November 2007.



John Edwards
Deputy City Clerk

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Tyler's Landing 3rd Addition (south of 37th Street North, east of Tyler) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water and paving improvements in Tyler's Landing 3rd Addition on January 9, 2007.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of water and paving in Tyler's Landing 3rd Addition. Per Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$30,600 and will be paid by special assessments.

Goal Impact: This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

TYLER'S LANDING 3RD ADDITION

THIS AGREEMENT, made this _____ day of _____, 2007, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90271 serving Lots 5 through 22, Block B; Lots 10 through 35, Block C; Lots 1 through 5, Block D, Tyler's Landing 3rd Addition (south of 37th Street North, east of Tyler) (Project No. 448 90271).

HIGH POINT from the east line of Lot 5, Block B, west and south to the north line of Conrey, and on **CONREY** from the west line of Lot 9, Block C, west to the west line of High Point and on **HIGH COURT** from the east line of High Point east to and including the cul-de-sac and that sidewalk be constructed on High Point and Conrey (south of 37th Street North, east of Tyler) (Project No. 472 84496).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Tyler's Landing 3rd Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90271	<u>\$ 7,700.00</u>
Project No. 472 84496	<u>\$22,900.00</u>
TOTAL	<u>\$30,600.00</u>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

N. Brent Wooten, President

ATTEST:

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" Mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Drainage Study. Conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
5. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per the attached. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
6. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
7. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

8. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
9. All applicable coordinate control points and related project staking information shall be furnished on a CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The Engineer shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the water improvements by **December 24, 2007**.
(Project No. 448 90271).
 - b. Plan Development for the paving improvements by **December 24, 2007**.
(Project No. 472 84496).

Attachment

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: Supplemental Design Agreement for Hydraulic from Harry to Kellogg
(District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On December 13, 2005, the City entered into an Agreement with Baughman Company, P.A. to prepare a design concept to improve Hydraulic, between Harry and Kellogg. The fee was \$21,500. On November 20, 2007 the City Council approved the design concept.

Analysis: The proposed design concept is a three-lane roadway with two through lanes and a center two-way left turn lane. A supplemental agreement with Baughman has been developed for the preparation of construction plans.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$241,340 and will be paid by General Obligations Bonds and Water Utility.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 13, 2005
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
BAUGHMAN COMPANY, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 13, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **HYDRAULIC, HARRY TO KELLOGG (Concept)**.

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

HYDRAULIC, HARRY TO KELLOGG (Design)
(Project No. 472 84310)

- Roadway (including Lincoln & Harry Intersection)
- Offsite Storm Water Sewer (trunk lines in Morris & Park)
- Water Line Replacement
- Sewer Line Replacement/Repair

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

472 84310	<u>\$187,560.00</u>
448-90346	<u>\$ 35,840.00</u>
468 84454	<u>\$ 17,940.00</u>
TOTAL	<u>\$241,340.00</u>

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by **February 26, 2009**;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2007.

CITY OF WICHITA

Carl Brewer Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY

N. Brent Wooten, President

ATTEST:

City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council Members

SUBJECT: Oliver Improvement between Harry and Kellogg (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve right-of-way funding.

Background: The 2007-2016 Capital Improvement Program (CIP) includes a project to improve Oliver, between Harry and Kellogg. On May 11, 2004, the City Council approved an agreement with MKEC Consultants to design the project. On May 4, 2005, District III Advisory Board recommended approval of the project. On August 9, 2005, the City Council approved the design concept. Funding to acquire required right-of-way is requested at this time to expedite the project. The project will be returned to the City Council at a future date for approval of construction funding.

Analysis: The project will reconstruct Oliver to provide a five lane roadway with four through lanes and a center two-way left turn lane. Right turn lanes will be provided at Parklane. Improved traffic signals will be installed at the intersections of Oliver at Harry and Lincoln, with dual left turn lanes at all four approaches to Harry. The storm water sewer system will be upgraded and 5' wide sidewalk will be constructed along both sides of the street. Construction is planned to begin in late spring, 2008.

Financial Considerations: The City Council previously approved a design budget of \$225,000. An additional \$500,000 is requested at this time to acquire right-of-way. The funding source is General Obligation Bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving the traffic flow along a major transportation corridor.

Legal Considerations: The Law Department has approved the Amending Ordinance as to legal form.

Recommendations/Actions: It is recommended that the City Council approve right-of-way funding, place the Ordinance on First Reading and authorize the signing of State/Federal Agreements as required.

Attachments: Map, CIP Sheet and Ordinance.

Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. **46-172** OF THE CITY OF WICHITA, KANSAS DECLARING **OLIVER, BETWEEN HARRY AND KELLOGG (472-84018)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Ordinance **46-172** is hereby amended to read as follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Oliver, between Harry and Kellogg (472-84018)** as a main trafficway in the following particulars:

The design, relocation of utilities and acquisition of the right-of-way as necessary for a major traffic facility.”

SECTION 2. SECTION 3 of Ordinance No. **46-172** is hereby amended to read as follows:

“SECTION 3. The cost of the construction of the above described improvements is estimated to be **Seven Hundred Twenty-Five Thousand Dollars (\$725,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. The Original SECTIONS 2 and 3 of Ordinance **No. 46-172** are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

Kellogg Street

Oliver Avenue

Lincoln Street

Harry Street

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

	X
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1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/14/2007	4. Project Description & Location Oliver, Harry - Kellogg	
5. CIP Project Number MS-200425	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.	\$725,000			\$725,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Railroad				
Totals	\$725,000			\$725,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				472-84018
13. Recommendation: Approve the Project and place the Ordinance on 1st Reading				

Platting Required	Yes	No
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

Design & ROW Only

City Manager

Budget Officer

Department Head

Division Head

Date

Date

Date

Date

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: Century II Cooling Tower Replacement

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Project.

Background: The Century II facilities are maintained by the City's Public Works Department. Revenue from the Parks Department finances the custodial, maintenance and operating expenses. Under the terms of the current MOU, the Building Services Division of the Public Works Department is to provide for repair/replacement of mainline equipment that would be considered vital to the operation/comfort/safety to the clients of Century II and the citizens of Wichita. The facility known as the CII Energy Plant houses the mechanical cooling system which provides cooling to the Century II and Main Library. The first cooling tower cell, of which there are 3, was replaced in 2006 due to serious structural corrosion of the tower cold water basin and fan support struts. The cost of that replacement was \$87,000.00 for a new stainless steel tower. The current 2007 and 2008 CIP has an allocation of \$200,000 for the replacement of the remaining two tower cells.

Analysis: In addition to their day-to-day maintenance responsibilities, Public Works technicians monitor major building systems for mechanical and structural soundness. After a recent review of the Century II Energy Plant Facility, it was apparent that the two remaining cooling towers have some very serious structural corrosion in the primary support struts for the cooling tower fan/transfer case assembly. Due to the severe deterioration of these supports, the maintenance crew cannot perform their respective duties. Replacement of the two cells is necessary to continue to provide a safe work place for employee as well as ensuring the integrity of the mechanical cooling system for Century II and the Main Library.

Financial Considerations: The 2007 and 2008 Capital Improvement Program, Project #435429 has \$200,000 budgeted for this work. The funding source will be the Transient Guest Tax. Repayment from the Guest Tax to the project would be made over several years, as funds are available.

Goal Impact: Ensure Efficient Infrastructure – Maintain and Optimize Public Facilities and Assets. Due to the potential loss of one or both of these tower cells, the Century II and Library facility comfort cooling would be compromised.

Legal Considerations: The Legal Department has approved the Resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the Resolution and authorize the necessary signatures.

Attachments: CIP Sheet and Bonding Resolution.

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF REPLACING TWO COOLING TOWERS AT CENTURY II.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it is necessary to replace two cooling towers at Century II.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the cost of replacing two cooling towers at Century II. These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$200,000, exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

X

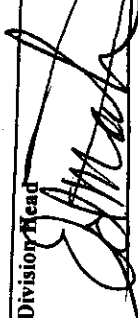



1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department PUBLIC WORKS	2. Initiating Division BUILDING SERVICES	3. Date 11/20/2007	4. Project Description & Location CENTURY II COOLING TOWER REPLACEMENT
5. CIP Project Number PB-XXXXXX	6. Accounting Number PROJ. # 435429 OCA #792507	7. CIP Project Date (Year) 2007 - 2008	8. Approved by WCC Date
9. Estimated Start Date 2008	10. Estimated Completion Date 2008	11. Project Revised	
12. Project Cost Estimate			
ITEM	GO	SA	OTHER
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer			
Sidewalk			
Water			
OTHER - CONSTRUCTION			200,000
Totals			200,000
Total CIP Amount Budgeted			200,000
Total Prelim. Estimate			200,000
13. Recommendation:			
APPROVE THE PROJECT, ADOPT THE RESOLUTION AND AUTHORIZE THE NECESSARY SIGNATURES.			

Platting Required	Yes	No
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

Request Council approval to authorize Contractual services for \$200,000 to replace the cooling towers at Century II, in order to maintain customer comfort levels at this highly used Public entertainment facility.

Division Head 	Department Head 	Budget Officer 	City Manager 
		Date 11-16-07	Date

City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council Members

SUBJECT: Century II Air Handler Equipment Repairs and Replacement

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Project.

Background: Century II is a high-usage multi-function facility utilized year around. The heating, ventilating and cooling (HVAC) systems provide customer comfort and are vital to the success of these events, many of which have been held in this facility for decades.

Analysis: Repair and renovation work is needed to improve HVAC equipment functionality, ensure comfort of the public and enhance energy savings for the City's Energy Management program. Also an entire system-wide tune-up by an approved contractor is needed to ensure the integrity and proper operation of these inter-connected and complex heating and cooling systems.

Financial Considerations: The 2007, 2008 and 2009 Capital Improvement Program, Project #435428 has \$300,000 budgeted for this work. The funding source will be the Transient Guest Tax. Repayment from the Guest Tax to the project would be made over several years, as funds are available.

Goal Impact: Ensure Efficient Infrastructure – Maintain and Optimize Public Facilities and Assets. Due to the potential loss of comfort cooling and heating, customer comfort would be compromised.

Legal Considerations: The Legal Department has approved the Resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the Resolution and authorize the necessary signatures.

Attachments: CIP Sheet and Bonding Resolution.

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF REPLACING AIR HANDLER UNITS AT CENTURY II.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it is necessary to replace several of the air handler units at Century II.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the cost of replacing several of the air handler units at Century II. These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$300,000, exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:





To Initiate Project	<input checked="" type="checkbox"/>
To Revise Project	<input type="checkbox"/>

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department PUBLIC WORKS	2. Initiating Division BUILDING SERVICES	3. Date 11/20/2007	4. Project Description & Location CENTURY II REPLACEMENT AIR HANDLERS
5. CIP Project Number PB-XXXXXX	6. Accounting Number PROJ. # 435428 OCA #792506	7. CIP Project Date (Year) 2007 - 2008 - 2009	8. Approved by WCC Date
9. Estimated Start Date 2008	10. Estimated Completion Date 2008	11. Project Revised	

12. Project Cost Estimate				12A.	
ITEM	GO	SA	OTHER	TOTAL	
Right of Way					Platting Required
Paving, grading & const.					Lot Split
Bridge & Culverts					Petition
Drainage					Ordered by WCC
Sanitary Sewer					
Sidewalk					
Water					
OTHER - CONSTRUCTION			300,000	300,000	Remarks:
Totals			300,000	300,000	Request Council approval to authorize Contractual services for \$300,000 to replace air handlers at Century II, in order to maintain customer comfort levels at this highly used Public entertainment facility.
Total CIP Amount Budgeted			300,000	300,000	
Total Prelim. Estimate					

13. Recommendation: APPROVE THE PROJECT, ADOPT THE RESOLUTION AND AUTHORIZE THE NECESSARY SIGNATURES.

Division Head 	Department Head 	Budget Officer 	City Manager 
		Date 11-16-07	Date

City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council Members

SUBJECT: Expo Hall HVAC Equipment Repairs and Replacement

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Project.

Background: Bob Brown Expo Hall is a high usage multi function facility utilized year around. The heating, ventilating and cooling (HVAC) systems provide customer comfort and are vital to the success of these events, many of which have been held in this facility for decades.

Analysis: Repair and renovation work is needed to improve HVAC equipment functionality, ensure comfort of the public and enhance energy savings for the City's Energy Management program. Also an entire system-wide tune-up by an approved contractor is needed to ensure the integrity and proper operation of these inter-connected and complex heating and cooling systems.

Financial Considerations: The 2007, 2008 and 2009 Capital Improvement Program, Project #435430 has \$135,000 budgeted for this work. The funding source will be the Transient Guest Tax. Repayment from the Guest Tax to the project would be made over several years, as funds are available.

Goal Impact: Ensure Efficient Infrastructure – Maintain and Optimize Public Facilities and Assets. Due to the potential loss of comfort cooling and heating, customer comfort would be compromised.

Legal Considerations: The Legal Department has approved the Resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the Resolution and authorize the necessary signatures.

Attachments: CIP Sheet and Bonding Resolution.

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF REPLACING ROOFTOP HVAC PACKAGE UNITS AT BOB BROWN EXPO HALL.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it is necessary to replace several of the rooftop HVAC package units at Expo Hall.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the cost of replacing several of the rooftop HVAC package units at Expo Hall. These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$135,000, exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project
To Revise Project

X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department PUBLIC WORKS	2. Initiating Division BUILDING SERVICES	3. Date 11/20/2007	4. Project Description & Location EXPO HALL HVAC EQUIPMENT REPAIRS AND REPLACEMENT
5. CIP Project Number PB-XXXXXX	6. Accounting Number PROJ. # 435430 OCA #792508	7. CIP Project Date (Year) 2007, 2008 & 2009	8. Approved by WCC Date
9. Estimated Start Date 2007	10. Estimated Completion Date 2008	11. Project Revised	


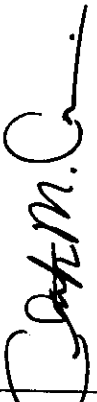


12. Project Cost Estimate				12A.	
ITEM	GO	SA	OTHER	TOTAL	
Right of Way					Yes
Paving, grading & const.					
Bridge & Culverts					
Drainage					
Sanitary Sewer					
Sidewalk					
Water					
OTHER - CONSTRUCTION			135,000	135,000	
Totals			135,000	135,000	
Total CIP Amount Budgeted			135,000	135,000	
Total Prelim. Estimate					

Platting Required		Yes		No
Lot Split				
Petition				
Ordered by WCC		X		

Remarks:

Request Council approval to authorize Contractual services for \$135,000 to repair and replace inoperative and broken down HVAC equipment in Expo Hall, in order to maintain Customer comfort levels at this highly used Public entertainment facility.

13. Recommendation: APPROVE THE PROJECT, ADOPT THE RESOLUTION AND AUTHORIZE THE NECESSARY SIGNATURES.

Division Head 	Department Head 	Budget Officer 	City Manager 
		Date 11-16-07	Date

City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council Members
SUBJECT: Replacement of the Bob Brown Expo Hall Roof
INITIATED BY: Department of Public Works
AGENDA: Consent

Recommendation: Approve the Project.

Background: The Bob Brown Expo Hall roof was originally installed when the building was built in 1986 and it is now 21 years old and beyond its life expectancy. In recent years some membrane failures have occurred and in the spring of 2006 it was damaged by hail.

Analysis: With its current age and degrading condition, it is a staff recommendation that the roof be replaced immediately.

Financial Considerations: Expo Hall Roof Replacement is in the current 2008 Capital Improvement Program, set at \$500,000 and in addition, the City's insurance carrier has offered a settlement of \$249,000 for hail damage to the roof. A CIP Organizational Cost Account has been established (OCA 792509) for the purchase of materials and labor to replace the roof in the amount of approximately \$749,274.00. The final funding source will be the Transient Guest Tax. Repayment from the Guest Tax to the project would be made over several years, as funds are available.

Goal Impact: Ensure Efficient Infrastructure – Maintain and Optimize Public Facilities and Assets. Due to its age and recent storm damage, the Expo Hall roof membrane must be replaced to maintain and protect the building.

Legal Considerations: The Law Department has approved Resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the Resolution and authorize the necessary signatures.

Attachments: CIP Sheet and Bonding Resolution.

First Published in the Wichita Eagle on _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF REPLACING THE ROOF AT BOB BROWN EXPO HALL.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the roof of Expo Hall is over 21 years old and is failing due to hail damage and other undetermined factors. It has broken adhesion and the original warranty from the 1986 installation expired in 1996. A consultant's recommendation has been to have the roof replaced in order to maintain the structural integrity of the building and protect its contents.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the cost of replacement of the roof system at Expo Hall. These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$500,000, exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this _____ day of _____, 2006.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project
To Revise Project

X


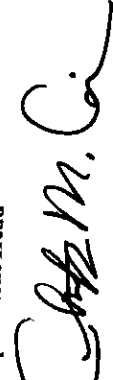

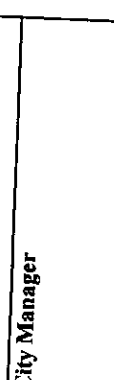
1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department PUBLIC WORKS	2. Initiating Division BUILDING SERVICES	3. Date 11/20/2007	4. Project Description & Location EXPO HALL ROOF REPLACEMENT
5. CIP Project Number PB-XXXXXX	6. Accounting Number PROJ. # 435431 OCA #792509	7. CIP Project Date (Year) 2008	8. Approved by WCC Date
9. Estimated Start Date 2008	10. Estimated Completion Date 2008	11. Project Revised	

12. Project Cost Estimate				12A.
ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
OTHER - CONSTRUCTION				
Totals			500,000	500,000
Total CIP Amount Budgeted			500,000	500,000
Total Prelim. Estimate			500,000	500,000

Remarks:
Request Council approval to authorize Contractual services for \$500,000 to replace the roof of Expo Hall, in order to maintain customer comfort levels at this highly used Public entertainment facility.

13. Recommendation: APPROVE THE PROJECT, ADOPT THE RESOLUTION AND AUTHORIZE THE NECESSARY SIGNATURES.

Division Head 	Department Head 	Budget Officer 	City Manager 
		Date 11-16-07	Date

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council

SUBJECT: Budget Adjustment for Medical Expenses for Prisoners – Police Department

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the budget adjustment.

Background: The 2006 Legislature passed State statute 22-4612 which provides any law enforcement agencies is responsible for any uninsured cost of medical treatment required by the person in custody. The cost of any treatment is limited to either the actual cost, or the Medicaid reimbursement rate. In addition, law enforcement agencies are allowed to negotiate lower contract rates with medical providers.

Since this statute took effect through July 2007, the Wichita Police Department has incurred costs of approximately \$120,000. Due to delays in interpretation of the statute and billing delays, billings were not received until the summer of 2007. In addition, the Police Department estimates that an additional \$150,000 in costs will be incurred from July 2007 through December 2007.

Analysis: To mitigate the cost of this unfunded state mandate, the Police Department has negotiated with medical provides to reduce the exposure to these costs. However, these costs are difficult to forecast and budget. There is a considerably time lag between treatment being provided and billings being received, since the medical providers first pursue claims against the patient and any insurance carriers.

Due to the expenses incurred and anticipated by year-end, the Police Department is requesting up to an additional \$270,000 to cover all medical expenses incurred by the Police Department from persons held in Police custody from July 1, 2006 through December 31, 2007. A \$120,000 will cover the current expenses and \$150,000 will be encumbered to cover additional expenses in 2007. In addition, it will be necessary to address this issue in the 2008 Revised budget, since expenditures of this nature can be expected to continue.

Financial Considerations: The Police Department as a whole is anticipated to underspend the 2007 Revised budget; hence this budget adjustment will not result in Police overspending. However, this expenses was not included in General Fund financial projections (including the 3rd quarter report presented by the Department of Finance on November 6), and could result a deterioration of General Fund balances at year end.

Goal Impact: Providing policing services is a key component of the Safe and Secure Goal.

Legal Considerations: Based on state statute, the City has no recourse but to fund these medical expenses. Budget adjustments over \$25,000 require Council action.

Recommendations/Actions: It is recommended that the City Council approve the budget adjustment.

City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council
SUBJECT: Public Exigency – Emergency Water Supply Line Repairs
INITIATED BY: Water Utilities
AGENDA: Consent

Recommendation: Approve the Public Exigency expenditure.

Background: The City of Wichita has fifty-five (55) water supply wells located in the Equus Beds Aquifer, approximately twenty-five miles northwest of Wichita. The water from these wells is transported to the Water Treatment Plant via a 48-inch raw water line. There is currently a leak at a 42x14-inch tee, located approximately at 125th Street North and 135th Street West. Nine (9) of the wells cannot function until leak is repaired.

Analysis: On November 9, 2007, the City Manager approved proceeding with the repair on an emergency basis. Purchasing Ordinance 35-856, section (a), emergencies, will allow the purchase and installation of the 42x14-inch tee with the lowest quoted price.

Two contractors with expertise in this area were asked to review the proposed project and submit quotes. Dondlinger Construction submitted the lower bid.

Financial Consideration: The bid from Dondlinger Construction is for \$38,750. Expenses for this project will be paid from the operating funds and will not require a budget amendment.

Goal Impact: The project will help ensure efficient infrastructure by assuring that the City is able to continue to meet the water demands of its citizens.

Legal Considerations: City Ordinance 2.64.020, “Public Exigency,” authorizes the City Manager to approve work to be performed by a contractor without formal bidding for emergency projects.

Recommendations/Actions: It is recommended that the City Council affirm the City Manager’s Public Exigency approval of the project.

Attachments: There are no attachments.

Agenda Item 21.

**City of Wichita
City Council Meeting
December 4, 2007**

Agenda Report No.

TO: Mayor and City Council

SUBJECT: Development Agreement – 29th and Maize Road – Cadillac Lake (District 5)

INITIATED BY: Public Works Department

AGENDA: Consent

Recommendation: Approve the Letter of Intent.

Background: On March 20, 2007, the City Council approved a development agreement with New Market, LLC, and East Side Investments, LLC, that would allow their properties, located near the intersection of 29th Street North and Maize Road, to develop providing that they assisted the City in constructing additional storm water detention facilities at Cadillac Lake to benefit the entire drainage basin and wetland mitigation as may be required to obtain a Corps of Engineers' 404 permit to allow the project to move forward. This development agreement outlines all of the specific relationships between the city and the developers.

Specific plans have now been developed to begin the construction of a Lowe's store on the Eastside parcel as soon as a 404 Permit is issued by the Corps. As this will in all likelihood precede the completion of the full drainage and wetland project contemplated by the Development Agreement, Lowe's has proposed a Letter of Intent outlining a method wherein they would construct a portion of the project up front as needed to provide sufficient storm water detention for their project. The letter of intent allows this to occur and proposes that Eastside be given a credit for the work done now against the special assessments that they proposed to pay for the entire project once completed.

Analysis: Credit for the work done now will reduce the actual capital outlay of the parties involved as called for in the development agreement, by substituting in-kind work that the City subsequently values. In exchange for the ability to proceed with construction, the developers are willing to take the risk that all of their dirt work costs may not be credited. Further mitigation and developer contribution toward the completed project will be governed by aspects of the development agreement to be determined after the 404 permit is issued.

Financial Considerations: There is no impact to the City from this aspect of the agreement. The City is co-applicant on the 404 permit, and the planned drainage and

mitigation work would be beneficial for flood control for Chadsworth and other downstream residential developments already in place. In the development agreement for the project, the developer has agreed to make a financial contribution toward the whole project, and the dirt work planned is a part of that whole. Credit for work done for the Lowe's construction simply would more quickly accomplish work the City acknowledges is necessary as part of the entire plan, at the same net cost.

Goal Impact: This project contributes to the Economic Vitality goal by allowing the development of a large area in and near our City while protecting downstream lands from increased flooding.

Legal Considerations: The Law Department has approved the Letter of Intent as to form.

Recommendation/Action: It is recommended that the City Council approve the Letter of Intent.

Attachments: Letter of Intent

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council

SUBJECT: Development Agreement – 29th and Maize Road – Cadillac Lake
(District V)

INITIATED BY: Public Works Department

AGENDA: Consent

Recommendation: Approve the Letter of Intent.

Background: On March 20, 2007, the City Council approved a development agreement with New Market, LLC, and East Side Investments, LLC, that would allow their properties, located near the intersection of 29th Street North and Maize Road, to develop providing that they assisted the City in constructing additional storm water detention facilities at Cadillac Lake to benefit the entire drainage basin and wetland mitigation as may be required to obtain a Corps of Engineers' 404 permit to allow the project to move forward. This development agreement outlines all of the specific relationships between the city and the developers.

Specific plans have now been developed to begin the construction of a Lowe's store on the Eastside parcel as soon as a 404 Permit is issued by the Corps. As this will in all likelihood precede the completion of the full drainage and wetland project contemplated by the Development Agreement, Lowe's has proposed a Letter of Intent outlining a method wherein they would construct a portion of the project up front as needed to provide sufficient storm water detention for their project. The letter of intent allows this to occur and proposes that Eastside be given a credit for the work done now against the special assessments that they proposed to pay for the entire project once completed.

Analysis: Credit for the work done now will reduce the actual capital outlay of the parties involved as called for in the development agreement, by substituting in-kind work that the City subsequently values. In exchange for the ability to proceed with construction, the developers are willing to take the risk that all of their dirt work costs may not be credited. Further mitigation and developer contribution toward the completed project will be governed by aspects of the development agreement to be determined after the 404 permit is issued.

Financial Considerations: There is no impact to the City from this aspect of the agreement. The City is co-applicant on the 404 permit, and the planned drainage and

mitigation work would be beneficial for flood control for Chadsworth and other downstream residential developments already in place. In the development agreement for the project, the developer has agreed to make a financial contribution toward the whole project, and the dirt work planned is a part of that whole. Credit for work done for the Lowe's construction simply would more quickly accomplish work the City acknowledges is necessary as part of the entire plan, at the same net cost.

Goal Impact: This project contributes to the Economic Vitality goal by allowing the development of a large area in and near our City while protecting downstream lands from increased flooding.

Legal Considerations: The Law Department has approved the Letter of Intent as to form.

Recommendation/Action: It is recommended that the City Council approve the Letter of Intent.

Attachments: Letter of Intent

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council

SUBJECT: Approval of Contract for Development of a Five-Year Transit Development Plan (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve and execute the contract with TranSystems.

Background: The purpose of a Transit Development Plan (TDP) is to provide Wichita Transit with information about how fixed-route transit services may be modified to better meet both current and anticipated future passenger demand. Information to be provided as part of the project includes:

- Review and analysis of previous planning efforts, system goals and objectives, land use information, and socioeconomic data,
- A marketing research campaign,
- Recommendations for new or restructured fixed-route service,
- Review and analyze available financial resources and costs,
- Identification of alternative transit services for outlying areas and reactive strategies for Wichita Transit should Wichita's air quality reach nonattainment status, and
- Development of possible implementation procedures, actions, and improvements that are in line with Wichita Transit's current and anticipated future budgets.

Analysis: In October of this year, an RFP was issued soliciting bids for development of a five-year TDP for Wichita Transit. Two consultants responded (TranSystems and Olsson / Parsons Brinckerhoff). The selection committee has chosen TranSystems on the basis of past performance and cost.

Financial Considerations: The consultant's price for completing the project is \$138,204. The contract cost will be covered 80 percent by federal funds (FTA) and 20 percent local (City). Local match funds are already included in annual transit budget.

Goal Impact: The TDP will provide guidance to support Transit's role in providing for an efficient and effective infrastructure.

Legal Considerations: The City Law Department will review the contract as to form prior to contract execution.

Recommendations / Actions: It is recommended that the City Council approve the Mayor to execute the contract with TranSystems.

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council

SUBJECT: Contract with Employment Research Corporation

INITIATED BY: Law Department

AGENDA: Consent Agenda

Proposed Action: Retain Employment Research Corporation to provide review and expert testimony.

Background: The City of Wichita is currently engaged in litigation concerning alleged vehicle stops in which suspects are alleging racial profiling.

Analysis: To provide an effective legal defense for the potential trial of these cases, it is beneficial to the city to retain an outside consulting service to analyze police stops as they relate to the ethnic composition of suspects and the general population of the community. Representatives of the consulting firm would be potential expert witnesses at trial. Compensation to Employment Research Corporation under the agreement will be in the amount of \$50,000 to provide a statistical analysis of police vehicle stops in the Wichita community. The amount is for the study only and will not include any costs necessary for deposition and trial testimony. The charges are reasonable in amount for the quality of services involved.

Financial Considerations: Funding for this contract is from the Tort Claims Fund.

Goal Impact: Internal Perspective. This expense is related to litigation of police related matters.

Legal Considerations: The Law Department recommends acceptance of the contract. The additional sums are necessary for the representation in city litigation matters and are reasonable in amount. The agreement has been prepared and approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the city council approve the contract.

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures, 1149 North Market. (District VI)

INITIATED BY: Office of Central Inspection

AGENDA: Unfinished Business

Recommendations: Take appropriate action.

Background: This property was before the Board of Code Standards and Appeals (BCSA) on April 2, 2007. No-one appeared to represent the property, no repairs had been made to the property, and the BCSA recommended 10 days to start demolition and an additional 10 days to complete.

This case was before Council on July 3, 2007 and was deferred until August 7, 2007, at the request of Council Member Fearey. On August 7, 2007, this case was before the Council and was deferred because of the pending tax foreclosure sale. On September 11, 2007, this case was before Council and was deferred for 90 days.

Analysis: On November 9, 2007 the premise was in fair condition, there were piles of tree limbs. No repairs have been made, and the rear door is open.

Taxes: As of November 12, 2007, Sedgwick County still shows the 2002, 2003, 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$4880.13, which includes specials. There is a 2007 special assessment for weed cutting and boardup in the amount of \$291.08. This property did sell at tax sale.

Legal Considerations: The buyer has been informed of the date and time of the hearing.

Recommendations/Actions: It is recommended that the City Council take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) any pending special assessments are paid within thirty (30) days; (2) the structure is maintained secure as of December 4, 2007 and is kept secured during renovation; and (3) the premise kept clean and free of debris as of December 4, 2007, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolution published once in the official city paper and advise the owners of these findings.

CITY OF WICHITA
City Council Meeting
December 4, 2007

TO: Mayor and City Council Members

SUBJECT: Acquisition of Land at Hydraulic and Denker for Fire Station 22
(District III)

INITIATED BY: Office of Property Management

AGENDA: Unfinished Business

Recommendation: Approve the acquisition.

Background: The City Council has previously reviewed and approved the Fire Station Location Study. The study anticipates the relocation of eight existing fire stations and the construction of two new stations in the near term. One area for a new station is near the intersection of Wassall and Hydraulic. A City staff team consisting of representatives from the Fire Department, Public Works, and City Manager's Office conducted a review of multiple sites. A site on the northwest corner of Denker and Hydraulic, approximately 650 feet north of Wassall has been selected pursuant to the requirements of the Fire Station Location Study. The site is part of a 2.08-acre parcel owned by the Indian Southern Baptist Church.

Analysis: The station site will utilize the east 230 feet (36,800 square feet) of the site. The church structure sits on the westerly 312 feet of the site and is not directly impacted by the acquisition. There is a 1,553 square foot single-family residence on the acquisition parcel that is currently occupied by the church caretaker. This structure will be removed to allow station construction. The church has agreed to sell the site for the fire station for \$225,000.

Financial Considerations: A budget of \$240,000 is requested. This includes \$225,000 for the acquisition, \$8,000 for relocation and moving, \$5,000 for demolition and \$2,000 for surveys, title insurance and miscellaneous closing costs. Funding for the land acquisition is included in the adopted Capital Improvement Program.

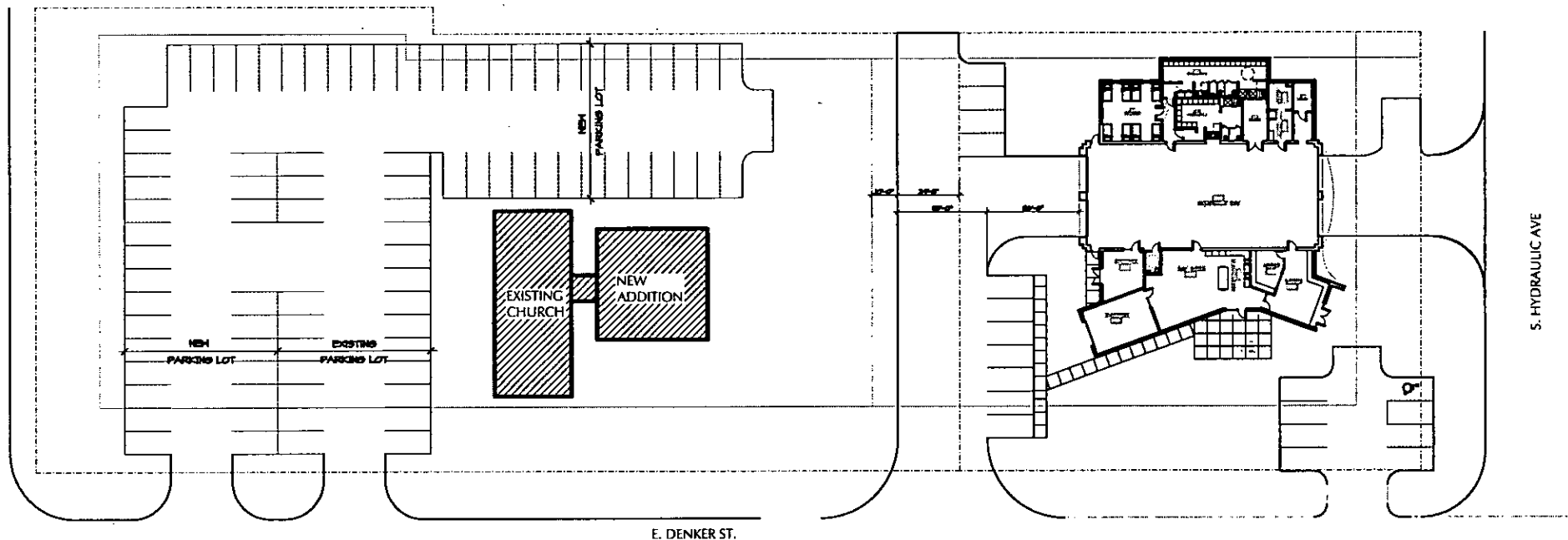
Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure to serve this rapidly growing area and provide a safe and secure community.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contracts; and 3) Authorize all necessary signatures.

Attachments: Real estate purchase agreement, site map and aerial.

VICTORIA



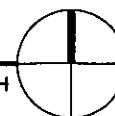
E. DENKER ST.

S. HYDRAULIC AVE

G SITE PLAN

SCALE: 1" = 60'-0"

NORTH





REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2007 by and between Indian Southern Baptist Church, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to wit:

Lot 1, Este Cate 2nd Addition to Wichita, Sedgwick County, Kansas except the North 15 feet thereof and the East 50 feet of Lot 2, Este Cate 2nd Addition to Wichita, Sedgwick County, Kansas except the North 15 feet thereof.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Two Hundred Twenty-five Thousand Dollars (\$225,000.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. Taxes shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year.

6. Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Buyer shall be responsible for the removal of any improvements on the site, including the single family residence located on the westerly portion of the parcel.

8. Seller shall have the right to remove any items from said single-family residence prior to closing. Said removal must be accomplished in such a manner that the improvements remain structurally sound and the exterior secured.

9. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before January 31, 2007.

10. Possession to be given to Buyer at closing.

11. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100 % by buyer. Buyer will pay any and all closing costs.

12. Site Assessment

A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other.

B. Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or testing of the property, at Buyer's sole expense.

13. It is understood that Buyer is acquiring the above described property for development as a fire station. If the parcel ceases to be utilized for a public purpose and Buyer decides to sell the property, Seller shall have a first right of refusal to repurchase said parcel. Seller shall have thirty (30) days after receipt of notice of a valid purchase offer to advise Buyer of Seller's desire to exercise said option. Notice shall be given by certified mail to Indian Southern Baptist Church, 1550 East Denker Street, Wichita, Kansas 67116.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:
INDIAN SOUTHERN BAPTIST CHURCH

By

By

By

BUYER:
By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structure
(Districts I, II, III, and VI)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On October 23, 2007, a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted a resolution providing for a public hearing to be held on this condemnation action at 9:30 a.m. or as soon thereafter, on December 4, 2007.

Analysis: On October 1, 2007 the Board of Code Standards and Appeals (BCSA) held a hearing on thirteen (13) properties listed below:

<u>Property Address</u>	<u>Council District</u>
a. 1230 North Grove	I
b. 912 North Cleveland	I
c. 1305 North Grove	I
d. 231 North Estelle	I
e. 2403-05 East Murdock	I
f. 1317 North Ash	I
g. 700 North Beech Lot 27	II
h. 700 North Beech Lot 29	II
i. 700 North Beech Lot 32	II
j. 700 North Beech Lot 41	II
k. 700 North Beech Lot 55	II
l. 2101 South Washington	III
m. 934 North Wichita	VI

Detailed information/analysis concerning this property are included in the attachments.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on October 26, 2007, and November 2, 2007. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of December 4, 2007; (2) the structure has been secured as of December 4, 2007 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of December 4, 2007, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Attachments: Case Summary, Summary, and Follow-Up History.

December 4, 2007
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlmnt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
1230 N. Grove	I	3 yrs. 5 mos.	No	04/09/07	06/04/07 09/10/07 10/01/07	Yes Yes No	90 Days 30 Days 10/10	A window on the second floor is open. The first floor is secure.	Tall weeds and misc. debris	2007 taxes are due in the amount of \$442.36.	None
912 N. Cleveland	I	16 yrs.	No	06/12/07	08/06/07 10/01/07	Yes Yes	30 Days 10/10	Secure	Fair	2005 and 2007 taxes are delinquent in the amount of \$1164.09, which includes specials.	2007 special assessment for lot cleanup in the amount of \$1061.17.
1305 N. Grove	I	1 yr. 10 mos.	No	07/13/07	09/10//07 10/1/07	Yes No	30 Days 10/10	Secure	Fair with some tall weeds.	2007 taxes are due in the amount of \$391.94.	2007 special assessment for weed cutting in the amount of \$116.50
231 N. Estelle	I	1 yr. 2 mos.	No	08/02/07	10/01/07	No	10/10	Rear door is open.	Bulky waste, tires, and debris.	2007 taxes are due in the amount of \$181.48.	None
2403-05 E. Murdock	I	6 mos.	No	08/02/07	10/01/07	No	10/10	Secure	Tall weeds and tires	2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$729.71.	None
1317 N. Ash	I	4 yrs. 5 mos.	No	08/02/07	10/01/07	No	10/10	Open door and window	Fair with some piles of tree limbs	2007 taxes are due in the amount of \$193.08	None

December 4, 2007
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlvmnt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
700 N. Beech Lot 27	II	4 yrs.	No	08/02/07	10/01/07	No	10/10	Secure	Bulky waste and misc. debris	2002, 2003, 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$30,134.42	None
700 N. Beech Lot 29	II	4 yrs.	No	08/02/07	10/01/07	No	10/10	Secure	Bulky waste and misc. debris	2002, 2003, 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$30,134.42	None
700 N. Beech Lot 32	II	2 yrs. 4 mos.	No	08/02/07	10/01/07	No	10/10	Open	Bulky waste and misc. Debris	2002, 2003, 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$30,134.42	None
700 N. Beech Lot 41	II	4 yrs. 3 mos.	No	08/02/07	10/01/07	No	10/10	Secure	Bulky waste	2002, 2003, 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$30,134.42	None

December 4, 2007
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	CLEAN Team Invlmmt?	Cndm. Init. Date	BCSA Hrng. Date	Owner/ Rep. At BCSA	BCSA Recomm.	Open or Secure	Premise Cond. Status	Prop. Tax Status	Board-up & Clean-up Assmnts.
700 N. Beech Lot 55	II	3 yrs.	No	08/02/07	10/01/07	No	10/10	Open	Large amount of bulky waste and debris on premise and remaining frame	2002, 2003, 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$30,134.42	None
2101 S. Washington	III	10 mos.	No	06/12/07	08/06/07	Yes	60 Days for razing and clean up of property, maintaining the site in a clean and secure condition, or property would be submitted to City Council with recommendation 10/10	Secure	Premise is fair. Large amount of trash and tires inside the garage.	2007 taxes are due in the amount of \$397.62	None
934 N. Wichita	VI	7 yrs. 4 mos.	No	08/02/07	10/01/07	No	10/10	Secure	Tall weeds	2007 taxes are delinquent in the amount of \$119.84	None

DATE: November 9, 2007

CDM SUMMARY

COUNCIL DISTRICT #1

ADDRESS: 1230 N. Grove

LEGAL DESCRIPTION: Lots 70, 72 and 74, on Grove Avenue, Fairmount Park Addition to Wichita, Kansas, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one and one-half story frame dwelling about 26 x 56 feet in size. Vacant and open, this structure has shifting concrete block basement walls; rotted and wood lap siding; missing vinyl siding; badly deteriorated, sagging composition roof with missing shingles; rotted wood trim; and the 18 x 40 foot masonry accessory garage is extremely dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 9, 2007

BCSA GROUP # 5

ADDRESS: 1230 N. Grove

ACTIVE FIELD FILE STARTED: June 14, 2004

NOTICE(S) ISSUED: Since June 14, 2004, a notice of improvement and several violation notices have been issued. There has been no noted work done to this structure since mid 2005.

PRE-CONDEMNATION LETTER: April 9, 2007

TAX INFORMATION: The 2007 taxes are due in the amount of \$442.36.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Tall weeds and miscellaneous debris.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: None

POLICE REPORT: From March 31, 1993 through September 17, 2001 there have been three reported incidents of battery at this location.

FORMAL CONDEMNATION ACTION INITIATED: April 9, 2007

RECENT DEVELOPMENTS: No repairs have been made. A window on the second floor is open. The first floor is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the June 4, 2007 BCSA hearing the property was represented by Alice Bowie and her nephew.

Board Member Coonrod made a motion to allow ninety days to bring the exterior of the property into compliance, keeping the site clean and secure, or reappear before the Board. Board Member Youle seconded the motion. The motion was approved unanimously.

At the September 10, 2007 BCSA hearing this property was represented by Alice Bowie.

Board Member Youle made a motion that Ms. Bowie be allowed thirty days to contact a roofing contractor, and then reappear before the Board with a plan of action for the property. Board Member Hentzen seconded the motion. The motion carried.

At the October 1, 2007 BCSA hearing there was no representative in attendance for this property.

Board Member Willenberg made a motion to refer the property to the City Council for formal condemnation, with ten days to begin wrecking the structure and ten days to complete the demolition. Board Member Harder seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 9, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 912 North Cleveland

LEGAL DESCRIPTION: Lots 27 and 29, Cleveland Ave., in Tilford's 2nd Addition to the City of Wichita, Sedgwick County, Kansas, except that part condemned for Highway in Condemnation Case C-17783

DESCRIPTION OF STRUCTURE: A two-story frame dwelling about 30x53 feet in size. Vacant for many years, this structure has a cracking and shifting concrete block foundation; deteriorated vinyl siding; badly worn and sagging composition roof, with holes; deteriorated front porch; and rotted and missing soffit and fascia.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 9, 2007

BCSA GROUP # 10

ADDRESS: 912 North Cleveland

ACTIVE FIELD FILE STARTED: July 31, 1991

NOTICE(S) ISSUED: From July 31, 1991 until May 9, 2007, numerous notice of improvements and violation notices have been issued. This property was in court in 1992, at that time, the owner repaired the exterior to minimum code and maintained it in secure condition. Over the past few years, the property has started to deteriorate again.

PRE-CONDEMNATION LETTER: May 9, 2007

TAX INFORMATION: The 2005 and 2007 taxes are delinquent in the amount of \$1164.09, which includes specials.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for lot cleanup in the amount of \$1061.17.

PREMISE CONDITIONS: Fair

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: Lot clean-up case on December 21, 2006 in the amount of \$920.52.

POLICE REPORT: From June 20, 1993 through September 15, 2006 there have been four reported police incidents at this location, including battery, simple assault other, and city code nuisance violation.

FORMAL CONDEMNATION ACTION INITIATED: June 12, 2007

RECENT DEVELOPMENTS: No repairs have been made. Premise is secure.

OWNER'S PAST CONDEMNATION HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the August 6, 2007 BCSA hearing Darryl Ott, owner of the property, was present at the hearing.

Board Member Hartwell made a motion to allow thirty days for the premises to be cleared of debris; to fix or remove the guttering; properly secure the structure; and sixty days to complete the remainder of the exterior repairs or report back to the Board on the status of the property. Board Member Harder seconded the motion. The motion was unanimously approved.

At the October 1, 2007 BCSA hearing Darrell Ott represented this property.

Board Member Willenberg made a motion to refer the property to the City Council for demolition action, with ten days to begin demolition and ten days to complete the wrecking. Board Member Hentzen seconded the motion. The motion was unanimously approved.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 9, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1305 North Grove

LEGAL DESCRIPTION: Lots 41 and 43 Sunnyslope Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 28 x 34 feet in size. Vacant for at least a year, this structure has a shifting concrete block foundation; rotted and missing wood lap, masonite and composition siding; cracked and shifting concrete porches; and rotted, missing and fire damaged wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 9, 2007

BCSA GROUP # 11

ADDRESS: 1305 North Grove

ACTIVE FIELD FILE STARTED: January 31, 2006

NOTICE(S) ISSUED: From January 31, 2006 a notice of improvement, several violation notices, and pre-condemnation letter were issued. There has been no response from owner.

PRE-CONDEMNATION LETTER: May 29, 2007

TAX INFORMATION: The 2007 taxes are due in the amount of \$391.94.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for weed cutting in the amount of \$116.50.

PREMISE CONDITIONS: Fair with some tall weeds.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: Weed mowing case on September 7, 2006 in the amount of \$111.64.

POLICE REPORT: From December 22, 1991 through February 14, 2006 there have been thirty-five reported police incidents at this location, including battery, disturb peace fighting, forcible rape, other drivers license violation, resist arrest, disorderly conduct other, unlawful possession narcotics, miscellaneous report, auto license violation, pedestrian violation, lost miscellaneous property, possession of firearm by a felon, possession of paraphernalia, burglary residence, aggravated assault other, intimidation domestic violence, aggravated robbery residence, runaway, battery domestic violence, and trespass.

FORMAL CONDEMNATION ACTION INITIATED: July 13, 2007

RECENT DEVELOPMENTS: No repairs have been made. The premise is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the September 10, 2007 BCSA hearing this property was represented by the owner, Michael Ray.

Board Member Youle made a motion to allow thirty days to repair the exterior of the building, maintaining the site in a clean and secure condition in the interim. Board Member Hartwell seconded the motion. The motion was approved without opposition.

At the October 1, 2007 BCSA hearing there was no one appearing as a representative for this property.

Board Member Coonrod made a motion to refer the property to the City Council for condemnation, with ten days to begin wrecking the structure and ten days to complete the demolition. Board Member Hentzen seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 9, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 231 North Estelle

LEGAL DESCRIPTION: Lots 17, 19 and 21, on Estelle Avenue, in Firebaugh's Subdivision of Block 3, Chautauqua Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A two story frame dwelling, about 28x51 feet in size. Vacant and open, the structure has shifting basement walls with missing block; rotted and missing wood lap siding; badly worn composition roof with holes and missing shingles; rotted front porch deck; deteriorated rear enclosed porch; and badly rotted soffit, fascia, and wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 9, 2007

BCSA GROUP # 12

ADDRESS: 231 North Estelle

ACTIVE FIELD FILE STARTED: September 18, 2006

NOTICE(S) ISSUED: Since September 18, 2006 notice of improvements and a violation notice have been issued. No response.

PRE-CONDEMNATION LETTER: July 9, 2007

TAX INFORMATION: The 2007 taxes are due in the amount of \$181.48.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Bulky waste, tires, and debris on premise.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: Weed mowing case on September 17, 2005 in the amount of \$111.64.

POLICE REPORT: One reported police incident of other destruction to property on October 22, 2001.

FORMAL CONDEMNATION ACTION INITIATED: August 2, 2007

RECENT DEVELOPMENTS: Some painting and window replacement. Rear door is open.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the October 1, 2007 BCSA hearing this property was represented by a letter from the owner, Joan Wright, who was unable to attend the meeting due to a scheduling conflict.

Ms. Wright expressed in her letter that the premises had been cleaned up. She said that she was having difficulty finding a roofing contractor to replace the roof because there was no insurance on the property. In her letter, Ms. Wright requested that the Board defer action on the property for thirty days.

Board Member Harder made a motion to send the property to the City Council with a recommendation of condemnation, ten days to begin demolition and ten days to complete the demolition. Board Member Coonrod seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 9, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2403-05 East Murdock

LEGAL DESCRIPTION: The North 88 feet of Lot 39, Parkmore Second Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one-story frame duplex about 30x32 in size. Vacant, this structure has cracking and shifting concrete basement walls; rotted and missing wood lap siding; badly worn composition roof, with missing shingles; rotted wood trim; and the 20x20 foot accessory garage is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. The building has parts, which are so attached that they may fall and injure other property or the public.
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 9, 2007

BCSA GROUP # 12

ADDRESS: 2403-05 East Murdock

ACTIVE FIELD FILE STARTED: May 17, 2007

NOTICE(S) ISSUED: Since May 17, 2007 a notice of improvement and notice of violation have been issued. No response.

PRE-CONDEMNATION LETTER: July 24, 2007

TAX INFORMATION: The 2004, 2005, 2006, and 2007 taxes are delinquent in the amount of \$729.71.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Tall weeds and tires.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: None

POLICE REPORT: From February 13, 2001 through June 27, 2007 there have been six reported police incidents at this location, including other traffic violation impounded auto, miscellaneous officers, larceny b from building, destruction to auto, battery domestic violence, and lost miscellaneous property.

FORMAL CONDEMNATION ACTION INITIATED: August 2, 2007

RECENT DEVELOPMENTS: No repairs to structure. Garage has been removed. Structure appears secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the October 1, 2007 BCSA hearing there was no representative present at the hearing.

Board Member Coonrod made a motion to refer the property to the City Council for condemnation, with ten days to begin removal of the structure and ten days to complete the demolition. Board Member Willenberg seconded the motion. The motion was unanimously approved.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 9, 2007

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1317 North Ash

LEGAL DESCRIPTION: Lots 34, 36 and 38, on Tilford, now Ash Street, Eleventh Street Addition, Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one-story masonry dwelling about 36x38 feet in size. Vacant for at least 4 years, this structure has a shifting concrete block foundation; damaged and missing metal siding; cracked and shifting concrete block walls; sagging composition roof; cracked concrete front porch with missing supports; and rotted wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 9, 2007

BCSA GROUP # 12

ADDRESS: 1317 North Ash

ACTIVE FIELD FILE STARTED: June 15, 2003

NOTICE(S) ISSUED: Since June 15, 2003 a notice of improvement and several notice of violations have been sent. This structure has been the subject of Environmental Court. The property sold at tax sale. No repairs made.

PRE-CONDEMNATION LETTER: June 27, 2007

TAX INFORMATION: The 2007 taxes are due in the amount of \$193.08.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: The premise is fair with some piles of tree limbs.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: Lot clean-up case on February 8, 2006 in the amount of \$758.72.

POLICE REPORT: From March 21, 1994 through May 31, 2002 there have been thirteen reported police incidents at this location, including battery officer involved, disturb the peace phone calls domestic violence, battery, possession of paraphernalia, unlawful possession of marijuana, miscellaneous report, home accident cuts, and aggravated assault other.

FORMAL CONDEMNATION ACTION INITIATED: August 2, 2007

RECENT DEVELOPMENTS: No repairs. An open door and window.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the October 1, 2007 BCSA hearing there was no representative present for this property.

Board Member Willenberg made a motion to recommend the property to the City Council for condemnation, with ten days to start demolition and ten days to complete demolition. Board Member Harder seconded the motion. The motion carried, unopposed.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 9, 2007

CDM SUMMARY

COUNCIL DISTRICT # 2

ADDRESS: 700 North Beech Lot 27

LEGAL DESCRIPTION: Lots 1 through 21 and Lots 26 through 46, Block 3, McClaren Addition to Travel Air City, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A 14x70 foot mobile home. Vacant for 4 years, this structure has loose and damaged metal siding; rotted and damaged windows and doors; rotted front wood steps; and rotted wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 9, 2007

BCSA GROUP # 12

ADDRESS: 700 North Beech Lot 27

ACTIVE FIELD FILE STARTED: November 14, 2003

NOTICE(S) ISSUED: Since November 14, 2003 a notice of improvement and several notice of violations have been issued. No repairs have been made.

PRE-CONDEMNATION LETTER: May 1, 2007

TAX INFORMATION: The 2002, 2003, 2004, 2005, 2006 and 2007 taxes are delinquent in the amount of \$30,134.42, which includes specials.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Bulky waste and miscellaneous debris.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: Lot clean-up case on January 20, 2004 in the amount of \$358.82.

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: August 2, 2007

RECENT DEVELOPMENTS: No repairs. Structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the October 1, 2007 BCSA hearing there was no one present to represent the properties.

Board Member Coonrod made a motion to refer the property, to the City Council for condemnation action, with ten days to begin demolition and ten days to complete the removal. Board Member Willenberg seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 9, 2007

CDM SUMMARY

COUNCIL DISTRICT # 2

ADDRESS: 700 North Beech Lot 29

LEGAL DESCRIPTION: Lots 1 through 21 and Lots 26 through 46, block 3, McClaren Addition to Travel Air City, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A 14x70 foot mobile home. Vacant for at least four years, this structure has damaged metal siding; missing doors and windows; and rotting front wood steps.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 9, 2007

BCSA GROUP # 12

ADDRESS: 700 North Beech Lot 29

ACTIVE FIELD FILE STARTED: November 14, 2003

NOTICE(S) ISSUED: Since November 14, 2003 a notice of improvement and several notice of violations have been issued. No repairs have been made.

PRE-CONDEMNATION LETTER: May 1, 2007

TAX INFORMATION: The 2002, 2003, 2004, 2005, 2006 and 2007 taxes are delinquent in the amount of \$30,134.42, which includes specials.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Bulky waste and miscellaneous debris.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: None

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: August 2, 2007

RECENT DEVELOPMENTS: No repairs. Structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the October 1, 2007 BCSA hearing there was no one present to represent these properties.

Board Member Coonrod made a motion to refer the property, to the City Council for condemnation action, with ten days to begin demolition and ten days to complete the removal. Board Member Willenberg seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 9, 2007

CDM SUMMARY

COUNCIL DISTRICT # 2

ADDRESS: 700 North Beech Lot 32

LEGAL DESCRIPTION: Lots 1 through 21 and Lots 26 through 46, Block 3, McClaren Addition to Travel Air City, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 16x26 feet in size. Vacant and open, this structure has broken and missing siding shingles; worn composition roof; rotted soffits and fascia; and rotted wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 9, 2007

BCSA GROUP # 12

ADDRESS: 700 North Beech Lot 32

ACTIVE FIELD FILE STARTED: July 11, 2005

NOTICE(S) ISSUED: Since July 11, 2005 a notice of improvement and several notice of violations have been issued. No repairs have been made.

PRE-CONDEMNATION LETTER: May 1, 2007

TAX INFORMATION: The 2002, 2003, 2004, 2005, 2006 and 2007 taxes are delinquent in the amount of \$30,134.42, which includes specials.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Bulky waste and miscellaneous debris.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: None

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: August 2, 2007

RECENT DEVELOPMENTS: No repairs. Structure is open.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the October 1, 2007 BCSA hearing there was no one present to represent these properties.

Board Member Coonrod made a motion to refer the property, to the City Council for condemnation action, with ten days to begin demolition and ten days to complete the removal. Board Member Willenberg seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 9, 2007

CDM SUMMARY

COUNCIL DISTRICT # 2

ADDRESS: 700 N. Beech Lot 41

LEGAL DESCRIPTION: Lots 1 through 21 and Lots 26 through 46, Block 3, McClaren Addition to Travel Air City, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A 14x70 foot mobile home. Vacant for at least 3 years, this structure has rotted and missing masonite siding; exposed framing members; and rotted wood front porch deck.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 9, 2007

BCSA GROUP # 12

ADDRESS: 700 N. Beech Lot 41

ACTIVE FIELD FILE STARTED: August 12, 2003

NOTICE(S) ISSUED: Since August 12, 2003 a notice of improvement and several notice of violations have been issued. No repairs have been made.

PRE-CONDEMNATION LETTER: May 1, 2007

TAX INFORMATION: The 2002, 2003, 2004, 2005, 2006 and 2007 taxes are delinquent in the amount of \$30,134.42, which includes specials.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Bulky waste

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: None

POLICE REPORT: From April 29, 2004 through April 30, 2007 there have been five reported police incidents at this location, including battery domestic violence, larceny b all other, and larceny a all other \$1000+.

FORMAL CONDEMNATION ACTION INITIATED: August 2, 2007

RECENT DEVELOPMENTS: No repairs. Structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the October 1, 2007 BCSA hearing there was no one present to represent these properties.

Board Member Coonrod made a motion to refer the property, to the City Council for condemnation action, with ten days to begin demolition and ten days to complete the removal. Board Member Willenberg seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 9, 2007

CDM SUMMARY

COUNCIL DISTRICT # 2

ADDRESS: 700 N. Beech Lot 55

LEGAL DESCRIPTION: Lots 1 through 21 and Lots 26 through 46, Block 3, McClaren Addition to Travel Air City, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A 14x70 foot, half demolished, mobile home. Vacant and open, this structure has missing metal siding; exposed framing members; exposed flooring; damaged roof; and the 10x12 foot metal accessory shed is dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 9, 2007

BCSA GROUP # 12

ADDRESS: 700 N. Beech Lot 55

ACTIVE FIELD FILE STARTED: November 12, 2004

NOTICE(S) ISSUED: Since November 12, 2004 a notice of improvement and several notice of violations have been issued. No repairs have been made.

PRE-CONDEMNATION LETTER: May 4, 2007

TAX INFORMATION: The 2002, 2003, 2004, 2005, 2006 and 2007 taxes are delinquent in the amount of \$30,134.42, which includes specials.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: A large amount of bulky waste and debris on premise and remaining frame.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: None

POLICE REPORT: From July 4, 2002 through January 29, 2006 there have been seven reported police incidents at this location, including disturb the peace phone calls domestic violence, miscellaneous report, burglary residence, burglary residence force day, intimidation, and larceny a all other \$1000+.

FORMAL CONDEMNATION ACTION INITIATED: August 2, 2007

RECENT DEVELOPMENTS: Demolished to floor level and open.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the October 1, 2007 BCSA hearing there was no one present to represent these properties.

Board Member Coonrod made a motion to refer the property, to the City Council for condemnation action, with ten days to begin demolition and ten days to complete the removal. Board Member Willenberg seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 9, 2007

CDM SUMMARY

COUNCIL DISTRICT # 3

ADDRESS: 2101 South Washington

LEGAL DESCRIPTION: The North 100 feet of Lot 2, Block 8, Kinkaid's Second Addition to the City of Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 26x36 feet in size. Vacant for at least a 6 months, this structure has a cracking concrete block foundation, with missing block; deteriorating wood lap siding; sagging composition roof; cracked concrete front porch; deteriorated rear enclosed porch; rotted rim joist; and the 16x20 accessory garage is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 9, 2007

BCSA GROUP # 10

ADDRESS: 2101 South Washington

ACTIVE FIELD FILE STARTED: January 12, 2007

NOTICE(S) ISSUED: Since January 12, 2007, a notice of improvement, violation notice and pre-condemnation letter have been issued. There has been no response from the owner.

PRE-CONDEMNATION LETTER: May 3, 2007

TAX INFORMATION: The 2007 taxes are due in the amount of \$397.62.

COST ASSESSMENTS/DATES: None.

PREMISE CONDITIONS: The premise is fair. There is large amount of trash and tires inside the garage.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: Weed mowing case on July 20, 2004 in the amount of \$111.64. Lot cleanup case on September 18, 2006 in the amount of \$810.00.

POLICE REPORT: From February 18, 1993 through November 28, 2005 there have been five reported police incidents at this location, including other destruction of property, battery, embezzlement property non-employee, and auto theft not recovered.

FORMAL CONDEMNATION ACTION INITIATED: June 12, 2007

RECENT DEVELOPMENTS: No repairs. The structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the August 6, 2007 BCSA hearing James Frye, the owner, was present as a representative for this property.

Board Member Coonrod made a motion to grant sixty days for the razing and clean up of the property, maintaining the site in a clean and secure condition, or the property would be submitted to the City Council with a recommendation of demolition, with ten days to begin demolition and ten days to complete the demolition. Board Member Hentzen seconded the motion. The Board passed the motion.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: November 9, 2007

CDM SUMMARY

COUNCIL DISTRICT # 6

ADDRESS: 934 North Wichita

LEGAL DESCRIPTION: Lot 156 on Wichita Street in Munger's Original Town, now City of Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one-story frame dwelling about 15x59 feet in size. Vacant for at least 18 months, this structure has a cracking block foundation; rotted and missing composition siding; deteriorating composition roof with missing shingles; rotted front porch cover; and rotted soffit, fascia and trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: November 9, 2007

BCSA GROUP # 12

ADDRESS: 934 North Wichita

ACTIVE FIELD FILE STARTED: July 27, 2000

NOTICE(S) ISSUED: Since July 27, 2000 a notice of improvement and numerous violation notices were issued. Owner lives out of state. No work has been done to property.

PRE-CONDEMNATION LETTER: July 27, 2007

TAX INFORMATION: The 2007 taxes are delinquent in the amount of \$119.84.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Tall weeds.

CLEAN TEAM/COMMUNITY POLICING REPORT: None

HEALTH REPORT: None

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: August 2, 2007

RECENT DEVELOPMENTS: No repairs. Structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the October 1, 2007 BCSA hearing there was no one present to represent this property.

Board Member Banuelos made a motion to send the property to the City Council, recommending condemnation, with ten days to begin razing the building and ten days to complete the removal. Board Member Hentzen seconded the motion. The motion passed.

STAFF RECOMMENDATION/REMARKS: Staff recommends removal of the structure, however, any extensions to repairs would be providing any back taxes now due are paid, the structure is kept secured, and the premises remain free of debris and maintained. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and Members of the City Council

SUBJECT: Public Hearing on the Issuance of Tax-exempt Housing Bonds
(Inwood Crossings Apartments) (District I)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Close the public hearing and receive and file comments.

Background: On May 8, 2007, the City Council approved the issuance of a letter of intent to issue industrial revenue bonds in the amount not-to-exceed \$22,000,000 for LDG Development in connection with the development of the Inwood Crossings Apartments at Inwood and 35th Street North in northeast Wichita. In addition, City Council adopted a resolution of support of the developer's application for Low-Income Housing Tax Credits. At this time, LDG Development would like to start the with the issuance of the bonds.

Analysis: The Inwood Crossings Apartments project will be located at 3540 North Inwood Street in the City (the "Project"). The Project will provide 260 apartments, including 40 one-bedroom units, 90 two-bedroom units, 100 three-bedroom units, and 30 four-bedroom units, a clubhouse, fitness center, business center, swimming pool, playground area and related improvements.

The City's industrial revenue bonds will be issued as tax-exempt qualified residential rental bonds under the provisions of Section 103 of the U.S Internal Revenue Code. Tax-exempt bonds generally allow developers to borrow money at lower interest rates. Using tax-exempt bonds also facilitates access to 4% tax credits for affordable housing projects. Under the federal tax code requirements, issuers of tax-exempt housing bonds must hold a public hearing prior to the issuance of the bonds. Notice of the public hearing must be published in the issuer's official newspaper at least 14 days prior to the public hearing.

LDG Development plans to request first reading of the bond ordinance, authorizing issuance of the bonds, on December 11, 2007. However, the 14-day notice of the public hearing was published on November 20, 2007, setting December 4, 2007 as the date for the public hearing. While the date for first reading of the bond ordinance was delayed one week, it is still necessary to keep the public hearing on December 4th due to the 14-day notice requirement.

Financial Considerations: There is no financial obligation on the City resulting from the propped issuance of tax-exempt housing bonds. The developer agrees to pay all of the City's costs associated with the issuance of the bonds and to pay the City's \$2,500 annual administrative service fee.

Goal Impact: The proposed project contributes to the goal of Economic Vitality and Affordable Living.

Legal Considerations: The notice of public hearing was prepared by the City's bond counsel firm, Kutak Rock and published in the *Wichita Eagle* on November 20, 2007.

Recommendation/Actions: It is recommended that the City Council close the public hearing and receive and file comments.

Attachments: None.

City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council
SUBJECT: Selection of an Underwriter
INITIATED BY: City Manager's Office
AGENDA: New Business

Recommendation: Authorize the use and selection of an underwriter for the purpose of issuing special obligation (STAR) bonds.

Background: On December 12, 1995, the City of Wichita adopted Ordinance No. 42-966 establishing the East Bank Redevelopment District ("the District"). On June 25, 2002, the City of Wichita adopted Ordinance No. 45-339 amending reduced boundaries of the District. On November 27, 2004, the City of Wichita adopted Ordinance No. 46-407 expanding the boundaries of the District to include extended areas along the river bank. The general comprehensive plan for the District identifies the potential redevelopment project areas located within the District and the suitability of each such area for redevelopment.

On January 27, 2004, the governing body of the City adopted Ordinance No. 45-983 establishing a redevelopment plan for the WaterWalk Project Area within the East Bank Redevelopment District. On July 17, 2007, the City established the River District Project ("River District Project") within the District qualifying the project as a special bond project, through special designation by the State Secretary of Commerce. A "Special Bond Project" means a redevelopment project with at least a \$50,000,000 capital investment and \$50,000,000 in projected gross annual sales revenues.

On October 26, 2007 the City received approval from the Secretary for designation of the River District Project as a "Special Bond Project", as defined under Chapter 179 of the 2007 Session Laws of Kansas (the "Act"). The Secretary's approval was for a STAR Bond issuance of up to a maximum principal amount of \$14,720,000.

Staff is seeking authority to solicit the services of an underwriter to assist in the marketing of these bonds, through a negotiated sale.

Analysis: The City is planning to offer special obligation bonds in an amount not to exceed \$14,720,000. The bond proceeds will be used to provide permanent financing for the City's River Corridor project providing pedestrian bridges, bike path improvements, and the Keeper of the Plains Plaza. The City's objective is to obtain the most efficient bond financing program within the constraints of the STAR Bond's statutory requirements and security provisions.

It is anticipated the STAR Bonds will be tax-exempt securities. The City intends to issue STAR Bonds with a 15-year term yielding relatively constant annual debt service coverage. As the amount of STAR Bond issuance from the District has been limited, it is not anticipated that additional STAR Bonds will be issued. As the Secretary and the City share the objective of retiring the STAR Bonds as soon as possible it is anticipated the STAR Bonds will have accelerated prepayment provisions.

The STAR Bonds will be secured by the incremental State and City sales taxes collected within the District.

The City desires to procure the services of a single underwriting firm to serve as Senior Underwriter for the issuance of the STAR Bonds. The services required of the Senior Underwriter are generally defined as follows:

- Work with members of the City's financing team;
- Assist in the structuring of the transaction and the terms of sale;
- Assist in development of the security provisions and any final decision on credit rating(s) and/or enhancement, though it is anticipated that the STAR Bonds will be sold on a non-rated basis;
- Assist in the development of all sale related documentation;
- Lead the marketing and underwriting of the STAR Bonds, performing those functions customary to the position of senior managing underwriter;
- Assist in the coordination of services provided by other agents in the sale process; and
- Assist in the closing and bond settlement process.

Springsted Public Financial Advisors have been the City's financial consultant throughout the STAR bond financing application process. Springsted also served as the financial advisor to Wyandotte County and performed fiscal services for the Kansas Speedway, Village West and other STAR bond issues. Springsted is also financial advisor to Sedgwick County, selected through a competitive bid process. Staff wishes to continue using the services of Springsted in selecting and directing the Underwriter for this complex and unique bond issue.

Financial Considerations: The estimated cost of the underwriter's fees will be based upon the total par amount of the bonds issued. These costs, as well as the cost of the financial advisory services, and other expenses such as rating fees, escrow agent fees, paying agent fees, Bond Counsel fees and other expenses associated with the issuance of bonds are all anticipated and are included in the principal amount of the bonds as issuance costs.

Goal Impact: The City Council's goal for Economic Vitality and Affordable Living is advanced through the use of STAR bonds to partner with and leverage investment from local developers to create a commercial, residential, tourist and recreational site that will add jobs and other economic value to the City. The Quality of Life goal is also served by providing new and unique entertainment and retail venues that will enhance the satisfaction of residents and improve Wichita's competitive position as a desirable place to live and work.

Legal Considerations: Solicitation of underwriting services will be accomplished by the issuance of a formal Request for Proposals (RFP). A staff screening and selection committee and the City's financial advisor will evaluate the proposals, interview firms and make a recommendation for selection by the City Council.

Recommendations/Actions: It is recommended that the City Council authorize the issuance of an RFP for selection of an underwriter for the purpose of assisting in a negotiated sale of special obligation STAR bonds.

Agenda Item No. 29.

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: 2008-2009 SEIU Memorandum of Agreement

INITIATED BY: Human Resources Department

AGENDA: New Business

Recommendation: Approve the proposed 2008-2009 Memorandum of Agreement between the City and the Service Employees International Union (SEIU) Local 513.

Background: The City Negotiating Team and SEIU Local 513 have reached an agreement on a Memorandum of Agreement for 2008-2009. The union membership has ratified the agreement.

Analysis: The agreement will be in effect for the period of December 15, 2007 through December 25, 2009 and will provide 6.5% annual increases (4% general pay adjustment plus 2.5% step increase) in 2008 and 2009 for represented employees who are eligible for step increases. Represented employees at the top of their range will receive a cost of living adjustment equal to 4% annually.

Other terms of the agreement include:

- A twenty cent per hour increase in shift differential
- A \$50 per year increase in safety boot allowance.
- A twenty-five cent per hour increase in standby pay.
- City language proposals on layoffs, grievance and PERB issues, and suspensions.
- Two day increase in bereavement leave for immediate family members.

A revised salary ordinance including the terms of this agreement will be on the City Council Agenda of December 4, 2007.

Financial Considerations: The agreement is consistent with the amounts included in the 2008 Adopted budget. Several of the supplemental pay issues that were agreed to were not budgeted, but the cost of these items will be minimal.

Goal Area Impact: This agreement affects virtually all of the city's goals of Quality of Life, Safe and Secure Community, Core Areas and Neighborhoods, Economic Vitality and Affordable Living, Efficient Infrastructure, and Internal Perspectives.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: Approve the proposed 2008-2009 Memorandum of Agreement between the City and Service Employees International Union Local 513.

MEMORANDUM OF AGREEMENT

By and Between

The City of Wichita, Kansas



and

Service Employees International Union Local 513 AFL-CIO, CLC
Wichita, Kansas



This Memorandum of Agreement is entered into by and between the City of Wichita, hereinafter referred to as the City or Employer, and Service Employees International Union Local 513 AFL-CIO, CLC, hereinafter referred to as the Union.

Date Effective December 15, 2007

Date Ending December 25, 2009

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PREAMBLE

1.00. This statement of understanding is made and entered into following meetings as specified in the Kansas Public Employee Relations Act. It is the desire of the parties to develop a harmonious and cooperative relationship that provides for mutual interests and efficient services for the citizens of Wichita.

This agreement has been ratified by the City of Wichita, Kansas, hereinafter called the "City" and Service Employees International Union Local #513 AFL-CIO, hereinafter called "the Union." This agreement shall constitute City policy for employees represented by Service Employees International Union Local #513.

The agreement between the City and the Union is to be for three years. This agreement is for the period beginning December 15, 2007, and ending December 25, 2009. By mutual agreement between the Union and the City, this agreement may be opened as to change or modification. Any subsequent statements of understanding which result from such reopening shall be set forth and made an amendment to this agreement and, when ratified by the Union and the City, shall constitute a change in policy for members represented by the bargaining unit. The parties agree to commence "meet and confer" meetings by May 14, 2009.

RECOGNITION

2.00. The City recognizes the Union as the exclusive representative for the purpose of meeting and conferring and the settlement of grievances for those employees designated in the bargaining unit.

2.10. The bargaining unit consists of all full-time employees of the City of Wichita, as defined by the Act, who are not exempted as confidential, supervisory or professional employees. In accordance with the order of the Public Employees Relations Board of June 14, 1991, as amended and agreed to by Service Employees International Union #513 and the City of Wichita upon annual review, incorporated therein by reference, or who are not further excluded pursuant to the May 14, 1991, PERB order and amendments thereto because they are employees of one of the following:

**Library Board
Art Museum Board
Metropolitan Area Planning Department
Wichita-Valley Center Flood Control Project
Wichita Transit
Employees Represented by FOP, Local #5
Employees Represented by IAFF, Local #135
Employees Represented by Teamsters, Local #795**

2.20. The June 14, 1991, PERB Unit Determination order and June 14, 1991, agreement excluding supervisory, confidential and professional employees are hereby incorporated by reference as though fully set out and contained herein. Appendix C reflects the 1991 Unit Determination with agreed to modifications.

2.30. This Agreement does not apply to part-time and limited employees.

MANAGEMENT RIGHTS

3.00. The Union recognizes that except to the extent abridged by provisions of this Agreement, the City reserves and retains all of its rights to manage its own affairs. The rights of Management which are not abridged by this Agreement shall include, but are not limited to, its right to determine the services and level of services to be offered by the City of Wichita, Kansas, to establish or continue policies, practices and procedures for the conduct of the operation of the City and from time to time change or abolish such policies, practices and procedures, the right to determine and from time to time to re-determine the types of operations, methods, and processes to be employed, to discontinue processes or operation or to discontinue their performance by employees of the City, to determine the number and types of employees required, to assign work to such employees in accordance with requirements determined by the employer, to establish and change work schedules and assignments, to schedule and assign overtime as determined necessary, to transfer, promote or demote employees, or lay off, terminate or otherwise relieve employees for lack of work or other legitimate reasons, to determine the fact of lack of work, to discipline for just cause, and otherwise to take such measures as the employer may determine to be necessary for orderly and efficient operation of the public service.

The above rights, responsibilities and prerogatives are inherent in the City of Wichita and its management and cannot be subject to any grievance or arbitration proceedings except as specifically provided for in this Agreement.

EMPLOYEE RIGHTS

4.00. Public employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of meeting and conferring with public employers or their designated representative with respect to grievances and conditions of employment. Public employees also shall have the right to refuse to join or participate in the activities of the Union.

NO STRIKE - LOCKOUT

5.00. The Union shall not authorize, cause, aid, ratify, condone nor shall any bargaining unit employees take part in, aid, render assistance to, or support any strike, sit-down, slowdown, stoppage of work, boycott, picketing or other interruption of work at any facilities or in the operation of the City.

5.10. The City shall not institute any lockout as defined by K.S.A. 75-4322(s) during the term of this Agreement.

5.20. If it is necessary for any employee to cross a picket line at any business in the furtherance of the employee's duties, adequate precautions shall be taken by the City to insure the

employee's safety when necessary.

NONDISCRIMINATION

6.00. No employee shall be discriminated against because of race, color, national origin, age, sex, religion, ancestry, sexual orientation, disability or because of union activity or non-union activity by either the City or the Union.

If any grievance is filed under this section and any complaint is filed with any other board, agency or court with concurrent jurisdiction concerning the same incident, said grievance and response times shall be held in abeyance until the other board, agency or court has rendered its decision. Regardless of the stage of proceedings in the grievance procedure, any responsive filing must be made within five (5) days of receipt by the employee of the decision of said other board, agency or court.

STEWARDS

7.00. The employer shall recognize only the job stewards and alternates, not to exceed 1 per 30 employees in the unit, whose names have been submitted to the City in writing by the Union.

7.10. The authority of job stewards and alternates so designated by the employee organization shall be limited to and shall not exceed the following duties and activities while in pay status:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the union or its officers, provided such messages and information
 - (1) have been reduced to writing, or
 - (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to work or any other interference with the employer's business.
- (c) Other duties as specifically provided for in this Agreement.

7.15. The job stewards shall not absent themselves from their place of work to attend to union business and grievance matters without the permission of their immediate supervisor. Requests for time to handle union business and grievance matters, below the level of the Employee Relations Officer, shall be granted at the discretion of the immediate supervisor. Such permission shall not be unreasonably withheld. Stewards shall be granted not to exceed three (3), forty five (45) minute periods per work week to attend to union business and grievance matters at the Division and Department level. The forty five (45) minutes shall be used at the end of the shift unless the immediate supervisor grants another time.

PAYROLL DEDUCTION

8.00. The City agrees that, whenever duly authorized by any employee on a form or forms appropriate for such purpose and consistent with the regulations established by the Personnel Division, payroll deductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:

- (a) Donations to the Friendship Fund.
- (b) Premiums for employee health and life insurance benefits.
- (c) Deduction to Wichita Municipal-Federal Credit Union.
- (d) Union dues.
- (e) Deferred compensation.
- (f) And any other deduction approved by Union and the City.

8.10. Any such authorized deduction shall become effective following the filing of the authorization or revocation card in accordance with procedures established hereunder by the Personnel Division. An employees item (d) deduction shall continue until employment is terminated or by providing written notice to the employer during the month of December. The union dues deduction will be discontinued the first pay period following January 1 if possible.

8.20. The union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City due to any action taken or not taken by the City in good faith under the provisions of this article. In no event shall the City be liable for any damages concerning the Union dues of employees other than the collection and forwarding of dues that are duly authorized by the employee.

GRIEVANCE PROCEDURE

9.00. A grievance is defined as any dispute involving the application or alleged violation of any provision of this Agreement other than as stated herein. The grievance procedure shall not apply to discipline referred to as a letter of counseling or a verbal warning. In situations involving either letters of counseling or verbal warnings, the Employee Relations Officer may be asked to verify the existence of the policy or practice which was the basis for the letter of counseling or verbal warning. A work day is defined as Monday through Friday, excluding holidays.

9.10. Any grievance as defined by Section 9.00 of this article shall be settled in the following manner:

- (a) The grievance shall be taken in writing to the employee's division director within ten (10) work days after the grievance occurs or within ten (10) work days after notification

of written reprimand, suspension, demotion, or termination by the aggrieved employee and/or union representative. The division director will render a decision within ten (10) work days. A copy of the grievance response will be mailed and faxed or e-mailed to the SEIU office within this ten (10) workday period.

If the Division Director is the person who administered and conducted the disciplinary hearing that led to the grievance, then the grievance will go directly to the Department Director.

- (b) Should the grievance not be resolved by the division director the employee and/or the union representative may take the grievance to the department director. The employee and/or the union representative must initiate the grievance in writing to the department director within ten (10) workdays from the date of receipt of the action of the division director. The department director will render a decision within ten (10) workdays. A copy of the grievance response will be mailed and faxed or e-mailed to the SEIU office within this ten (10) workday period.
- (c) Should the grievance not be resolved by the department director, the employee may, within ten (10) workdays of the completion of step (b), put the grievance in the form of a signed letter and send it to the Employee Relations Officer. The Employee Relations Officer shall require of the department director a letter to the Employee Relations Officer setting forth specific reasons for the decision made by the department director. This letter must be submitted to the Employee Relations Officer within ten (10) workdays.
- (d) The Employee Relations Officer shall, within ten (10) workdays after receipt of the letter from the employee, contact the employee organization, the employee and all supervisory personnel concerned, and attempt to resolve the grievance. The written results of the findings of the Employee Relations Officer will be given to the employee, the employee organization, and to the Personnel Director within fifteen (15) workdays of the receipt of the employee's original letter. Upon verbal request of the ERO a five (5) day extension of the time limit may be granted. A copy of the ERO's grievance response will be mailed and faxed or e-mailed to the SEIU office within this fifteen (15) workday period.
- (e) If the grievant is not satisfied with the Employee Relations Officer's finding, the grievant may within ten (10) work days appeal the grievance to the Grievance Board. The Grievance Board shall consist of two (2) persons selected by the Union and two (2) persons selected by the City. The Employee Relations Officer and the Union Business Agent shall select a fifth person to act as chairperson. Any costs for the services of the chairperson shall be shared equally by the Union and the City.

(1) The purpose of the Grievance Board shall be to:

- a. Investigate and determine facts;
- b. Recommend settlement of the grievance consistent with the facts and the terms of the contract.

(2) The Employee Relations Officer shall act as secretary to the Board, and shall handle all correspondence. The Board shall draw all necessary rules and regulations for conducting its fact-finding hearings. The rules and regulations for conducting its fact-finding hearings. The rules and regulations shall provide for the grievant and the City to:

- present evidence supporting their position
- call witnesses
- cross examine witnesses
- be represented by counsel at the hearing
- provide for a record of the hearing

Said rules and regulations shall be reviewed and approved by the Union and management. The recommendation of the Board shall be forwarded to the City Manager within ten (10) work days of the conclusion of the hearing.

(f) The City Manager shall render a decision within ten (10) work days of receipt of the Grievance Board recommendation and his/her decision is final. In the event the City Manager reverses the recommendation of the grievance board, the reason(s) and finding(s) will be provided to the grievant in writing.

(g) In cases of termination, the grievant may proceed directly to step (d) of this procedure within ten (10) days from the employee's receipt of termination notice.

9.15. When a matter subject to the grievance procedure has been grieved, and is then the subject of a prohibited practices complaint under the jurisdiction of the Public Employee Relations Board, said grievance and response time shall be held in abeyance until the Public Employee Relations Board has rendered its decision. Regardless of the stage of proceedings of the grievance procedure, any responsive filing must be made within five working days of the receipt by the union of the decision of the Public Relations Board. Nothing in this article shall relieve the employee or the Union of its responsibility to make initial filings under the grievance procedure within ten (10) work days of the occurrence of the grievance. Failure to file a grievance within the initial ten (10) work days of occurrence waives the right of the employee and the Union to grieve the matter after the Public Employee Relations Board has rendered its decision.

9.20. Any letter of disciplinary action to be placed in an employee's personnel file shall specify the date when the letter is to be removed from the file (provided no subsequent discipline has been imposed during said period), or if appropriate, specify that the letter is permanent and shall not be removed from the file. Records of discipline involving no loss of pay will remain in an employee's file for one year from the date of the violation and will be removed at the employee's request if no other violations have occurred in that time period. Disciplinary action resulting in a loss of pay, injury to an employee, or damage to the City of public property/ equipment becomes part of the employee's personnel record.

9.30. When employees are scheduled by their supervisor and/or any other superior within their department, to attend a meeting concerning disciplinary action, or before a Safety Review Board, the person scheduling them shall advise them that they have the right to have a union

representative attend the meeting with them. The employee will be allowed an appropriate amount of time for scheduling a union representative, overnight if necessary.

9.35. Unpaid Suspensions. Employees receiving discipline in the form of unpaid suspensions from one (1) to five (5) days, may choose to continue to work by forfeiting the appropriate number of accrued paid vacations days in lieu of the unpaid suspension, not to exceed ten (10) working days per calendar year.

MONETARY BENEFITS AND ALLOWANCES

10.00. Wages. Effective the first pay period in 2008 and 2009 wages shall be increased as set forth in Appendix A and B.

10.10. Overtime. Nonexempt employees will be paid at the rate of time and one-half for all hours worked in excess of forty (40) hours per week.

Except for holidays (Personal Holiday not included), injury leave and jury duty, leaves of absence will not be included as hours worked when computing eligibility for overtime even though the leave may have been paid leave. However, if an emergency exists as determined by the employee's division director, the employee shall receive overtime pay at the rate of time and one-half of the regular rate of pay, (providing that the employee is in pay status for the 40-hour work week). An emergency is defined as any situation that may result in damage or loss of property, injury to the public or endangerment to the public health.

An employee assigned to a ten hour or twelve hour day, who takes such work day as a Personal Holiday, shall be paid ten or twelve hours pay for said Personal Holiday, but the Personal Holiday shall not be considered as hours worked for overtime purposes.

10.20. Work Week - Defined. For the purpose of this Memorandum of Agreement, a work week shall be defined as a 7-day period commencing at 12:01 a.m. Saturday, and ending at 12:00 midnight on Friday.

10.30. Standby Pay. An employee who is on standby and is required to be available for duty, is required to maintain communication with the department by beeper, walkie talkie, etc. If an employee is required to report for duty, standby pay of \$1.00 per hour will be continuous and be paid in addition to the hours actually worked.

10.31. Call Back. An employee on standby, who is called back to duty, shall be guaranteed two hours pay at the regular rate. Employees who are not on standby, but who are called back to duty, shall not be subject to discipline if not available.

10.40. Within-Range Salary Increases. Frequency of Increases - Within range increases from A to B step, B to C step, C to D step, D to E step, E to F step, and F to G step, G to H step, H to I step, I to J step, J to K step, K to L step, L to M step, M to N step, and N to O step may be granted after 12 months of satisfactory service.

10.45. Merit Pay. The pay plan adopted by the City is a merit system. The union recognizes

that merit increases are granted upon satisfactory completion of the required time in grade for each step and for work performance that meets or exceeds expectations of the position. The union recognizes that merit increases may also be deferred for work performance reasons. However, when a merit increase has been approved by the division/department and has not been processed so that the employee receives his/her increase at the scheduled pay period effective date, and where the processing delay was due to no fault of the employee, or circumstances beyond the control of the City, the employee shall be paid retroactively to the scheduled date of the increase. Exceptions must be approved by the Personnel Director.

10.46. Promotion. Employees who are promoted will be placed on the step of their new range on the salary schedule at the step that provides them at least a 3% pay increase.

10.50. Shift Differential. Employees shall receive \$.75 per hour for time actually worked between 6:00 p.m. and 6:00 a.m. Payment shall be for time worked in increments of every 6 minutes. If employees work more than half the time between six minute segments, they are paid at the next highest 6 minute segment. (e.g., If they work 9 minutes they are paid for 6 minutes of shift differential. If they work 10 minutes they receive 12 minutes of shift differential.)

10.60. Longevity Pay. In consideration of long and faithful service, the City shall, in addition to regular salary, pay longevity pay to long-term employees. To receive longevity pay, the employee must have completed 6 years' total accumulative service with the City. The monthly amount of this pay shall be \$2.00 per month times the employee's total years accumulative service with the City. For employees who have completed eleven (11) years total accumulative service with the City the amount shall be \$4.00 per month times the employee's total accumulative service with the City. Effective December 17, 2005, for employees who have completed eleven (11) years total accumulative service with the City the amount shall be \$5.00 per month time the employee's years of accumulative service with the City. Rehired employees drawing retirement benefits from any retirement plan of the City of Wichita shall be considered new employees and shall receive no credit toward longevity pay, vacation or sick leave for service prior to their retirement.

Rehired employees with prior creditable service will earn longevity pay based on their adjusted start-work date after completion of two years of service.

10.70. Dates of Pay. Employees will be paid on a biweekly basis. The pay day shall be on the Friday following the regularly-scheduled two-week pay period, and shall include pay for all time worked during the pay period. When the pay day falls on a regularly-established holiday, employees shall receive their checks the preceding day. Checks shall be made available to all employees prior to the end of the shift on pay day. Employees who are separated or whose services are terminated may receive their pay only on the next established pay day.

10.80. Allowances - Automobile Expense. Employees shall be reimbursed for all travel and business expense in accordance with the City's administrative policies and regulations governing reimbursements.

INSURANCE AND RETIREMENT

11.00. Health Benefits. The City will extend to all employee groups the same health

insurance plan available to all full-time City Employees. For those participating in the City plan, the City will pay at least 80% of the health insurance premium of any health insurance plan offered by the City. The employee will pay up to 20% of health insurance costs of any health insurance plan offered by the City.

Participation in the health insurance plan is optional with each employee.

11.05. Life Insurance. The City agrees to provide group life insurance in the amount of two times the employee's base annual salary, rounded up to the next higher thousand (up to a maximum of \$150,000). The City and employees shall share equally in the cost of the life insurance plan. The life insurance program is optional with each employee.

11.10. Retirement Plan. Full-time employees shall come under the retirement system as set forth by City of Wichita ordinance. Union employees agree to be bound by any and all changes in the retirement system that are approved by the majority vote of all employees covered by the system.

SENIORITY--DIVISIONAL

12.00. Seniority shall be defined as length of continuous service with the City.

12.10. Divisional seniority is the length of time an employee has been in a division.

- (a) Divisional seniority shall control in case of shift change, transfer of location within the division, vacation scheduling and overtime rotation. Should realignment of City structure occur where employees would have to transfer from one division to another, divisional seniority will be considered. Seniority will be the determining factor in promotions when all other factors considered in determining the best qualified employee are equal.
- (b) Layoffs - When a reduction in force becomes necessary due to phase-out of a program, reduction in funds or other similar reason, the following procedure will apply:
 - (1) The department director will identify the specific number and type of job classifications to be reduced.
 - (2) The department director will then select the employees in those job classifications who are to be laid off.
 - (3) Employees will be selected both on the basis of inverse order of seniority with the City and past job performance.
 - (4) The list of job classifications and names of employees selected will then be submitted to the Personnel Director. The Personnel Director will obtain the approval of the Appointing Authority prior to layoff. The Union will be provided a copy of the list of any bargaining unit employees selected for

layoff.

- (5) An attempt will be made to provide employees selected for layoff with two-weeks' advance notice.
- (6) An employee who is to be laid off and who has previously occupied a lower position within the division can displace or "bump" an employee in that lower position with less seniority.

Employees may not "bump" an employee in another division regardless of seniority. If the employee elects to accept the lower position (optional) rather than being laid off, the employee's salary will be at the pay step closest to the previous salary that is not a salary increase.

Any bargaining unit employee whose position is eliminated, and who cannot take advantage of bumping rights, will be allowed to fill any vacant bargaining unit position which the employee meets the minimum qualifications and which would not be a promotion for the employee whose position is to be eliminated.

- (7) Recall of employees shall be limited to the division of the City from which they were laid off. Recall shall be in reverse order of layoff (i.e., the first employee laid off will be the last to be recalled). Employees laid off while in probationary status have no rights to recall. Employees laid off shall remain on a recall list for six months, and are required to keep the Personnel Division informed of their current address.

12.20. Questions arising concerning divisional seniority of an employee shall be handled in the following manner: The business representative of Service Employees International Union shall contact the Personnel Director, City of Wichita, when a question of divisional seniority of an employee arises. The Personnel Director or the Personnel Director's appointee, upon request from the Union, shall furnish the available information from the City's records. Personally identifiable confidential information will only be disclosed upon presentation of a signed request of the employee(s) involved.

JOB CLASSIFICATIONS

13.00. The City shall establish an outline of duties for each job classification established by the City. Such job classification shall be of such a nature that insofar as possible, there shall be no overlap of duties. Furthermore, in all instances, each classification shall represent an easily understandable group of job duties.

13.10. The City will give first consideration to filling promotional SEIU job vacancies to qualified fulltime non-probationary employees. The applicant may submit a statement in writing pertaining to additional skills or knowledge the applicant has acquired since obtaining employment

with the City. Said statement shall be submitted to the division director and the Personnel Director. Job openings in Range 619 and above shall be posted for four working days, however, the City reserves the right to reduce the posting to three days if advisable. The job opening shall list salary range, classification, brief job description and shift. Posting of said jobs does not preclude the department or division director from considering employees within the department or division for promotion in keeping with normal career progression. Furthermore, when the intent is to fill said vacancy by internal promotion, the notice of said opening when posted shall state, "Employees within the department or division shall be given first consideration for the above position". Employees may call the 24-hour number 268-4533 for job openings on internal listing.

13.20. Management has the right to transfer employees to vacant positions, which are not a promotion, without posting, for ADA or health related reasons.

PROBATION

14.00. Length of Probation. The probationary period shall be 6 months for new employees. An exception to the above may be made for a probationary employee who has;

- (a) been injured on the job or off the job and has missed more than two weeks of work
- (b) had a serious illness, major surgery etc. and has missed more than two weeks of work.

With the concurrence of the Personnel Director the probationary period may be extended for the length of the time missed. The extension of a probationary period shall not exceed 60 calendar days, and the employee shall be informed of the decision in writing.

14.10. An employee may be terminated at any time during the employee's probationary period. A probationary employee will not be permitted to grieve his/her release during the probationary period.

TIME OFF FOR EMPLOYEE ORGANIZATION BUSINESS

15.00. The City recognizes the right of the Union to designate employee representatives pursuant to paragraph 7.00 herein. The Union will notify the Employee Relations Officer within ten days of the effective date of this contract of the names of the employee representatives. Changes in employee representatives must be reported to the Employee Relations Officer.

- (a) Time off with pay for Union business shall be allowed for the following purposes:
 - (1) Negotiating a successor agreement with the City. This time off will be limited to the actual meeting time on the days when both negotiating teams are in session or caucus. The maximum number of hours of pay the City will provide to Union officers and stewards attending contract

negotiations will be limited to 300 hours per contract.

- (2) Grievance hearings at the Employee Relations Officer and Grievance Board levels. If requested, and if reasonable, representatives will attend grievance hearings at these two levels. Representation is limited to one representative for the grievant and the two Union members on the grievance board. This time off is limited to actual grievance board hearing time and does not include pre or post hearing conferences with the grievant. If an employee representative is not available, a member of the Union office may be requested to attend.
 - (3) City Labor-Management Committee meetings.
 - (4) Time off without pay and without loss of seniority rights shall be allowed to three employees designated by the Union to attend labor conventions or serve in any capacity on official business of the Union not covered by subsection (c), provided that no employee shall be entitled to more than 40 work hours off under this provision in any calendar year. The Union shall give one week's written notice of such leave request to the division head involved. The Union agrees that in making such request for time off under this provision, due consideration will be given to the number of employees affected in order that there shall be no disruption of the City's operations due to lack of available employees.
- (b) The representatives shall not absent themselves from their place of work to attend to contract negotiations without the permission of their immediate supervisor. The request shall be in writing. The request shall be granted at the discretion of the immediate supervisor and shall not be denied unless reasonable work assignments prevent such permission from being granted.
- (c) The Union officers and designated stewards shall report the time of their departure to engage in union business and the time of conclusion thereof. If the time of conclusion comes after the employee's regular shift ends, the end of the shift shall be recorded at the conclusion of the time off.
- (d) Union officers and designated stewards who wish to absent themselves from their place of work to attend to other Union business shall, after exhausting time allowed in 7.15, do so by using personal leave (vacation, well day, or personal holiday), with permission of their immediate supervisor.
- (e) Union officers and stewards who are permitted to be absent from their regular positions on personal leave and with permission of their immediate supervisor, shall use the time at the beginning or end of the shift unless the immediate supervisor grants another time.

INJURY LEAVE

16.00. Full-time employees injured while performing their assigned duties may receive full salary for the first 90 consecutive days from the date of the injury; probationary employees will be paid in accordance with provisions set forth by State Statute. In no event will the employee be permitted to receive an amount greater than regular pay.

16.10. Injury leave of more than 90 consecutive days shall be handled in accordance with the provisions of the Workers' Compensation Act and employees shall use accrued sick leave and vacation leave to supplement Workers Compensation to allow employees to receive a check equivalent to their normal take-home pay. Benefits are not accrued on the portion of Worker's Compensation received. In the event all sick leave and vacation days are taken, the employee will then be paid according to the terms set forth in the Workers' Compensation Act until the employee is released to return to work.

16.20. Employees on long term injury leave will not receive merit increases. The advancement date will be adjusted by the length of time the employee is on injury leave.

16.30. Heart and lung disease may only be considered as an injury when it can be attributed to an act of duty which cause is in the nature of a traumatic experience.

Note: Traumatic experience is defined as an experience above and beyond the normal call of duty that causes the injury resulting in heart or lung disease.

16.40. Recurring Injury Leave. Recurring leave of absence relating to a previous injury shall be considered one and the same injury, if the injury occurs within 365 days, subject to administrative analysis and diagnosis of the injury reported by the attending physician. However, if recurring leave related to a previous injury is required after one year (365 days) from date of release by the physician and return to work, such leave will be treated as a new injury.

16.50. Official Certified Appointed Physician. The Risk Manager will provide department heads, division heads and the Union with names of the doctors appointed to handle cases coming under the Workers' Compensation Act.

An employee who sustains an injury while on the job shall first obtain permission from the employee's supervisor before consulting or obtaining treatment for such injury from a physician, whether such physician is City appointed or the employee's personal physician. Worker's Compensation requires notification of the employer within ten (10) days of the injury.

In the event of a life-threatening injury, 911 should be called to dispatch emergency medical personnel to treat and transport the injured employee to the nearest approved medical facility.

16.60. Use of Unauthorized Physician. The City is not responsible or liable for any physician's bill for consultation or treatment of injuries which an employee sustains while the employee is not on the job.

If an employee on injury leave desires a second opinion, the employee may obtain a second opinion subject to the limitations of the Workers Compensation Act. Prior approval of the Workers Compensation Administrator is required. If the employee fails to obtain the Workers Compensation Administrator's permission, the City shall not be liable or responsible to pay the

physician's bill.

Nothing herein shall be construed to negate the provisions of the Kansas Workers' Compensation Act.

SICK LEAVE WITH PAY

17.00. Sick Leave.

- (a) **Accrual.** Upon appointment to the position, employees shall accrue sick leave at the rate of one-half day per month (6 days per year) for the first five years of creditable service. Beginning year six and through year fifteen of creditable service, sick leave will be accrued at the rate of one day per month (12 days per year). Beginning year sixteen of creditable service, sick leave will be accrued at the rate of 1.167 days per month (14 days per year).

Employees with prior creditable service are eligible to accrue sick leave benefits based on their adjusted start work date after two years of continuous service from the date of rehire.

- (b) **Sick Leave Use.** Sick leave may be used for personal illness, off the-job injury, dependent illness including paternity leave, and enforced quarantine.
 - (1) **Dependent Illness.** Sick leave may be used for illness of members of the employee's immediate family. Immediate family is defined as spouse, parent, children (including stepchildren). In addition, it includes any relative living in the employee's home.
 - (2) **Enforced quarantine** in accordance with community health regulations.
 - (3) A probationary employee will not be paid for accrued sick leave used during the first six months of service. Payment for sick leave for other than probationary employees is in accordance with established policies previously defined. The accumulation of sick leave is unlimited.
- (c) When taking sick leave, an employee shall give notice to a supervisor by telephone or messenger prior to the employee's time to report for duty that the employee will be absent because of personal or family illness or injury. Upon return to work, the employee shall file a report on a form furnished by the City stating the reason for the absence as personal or family illness or injury. When an employee has been on sick leave for 20 work days, the City may require the employee to be examined by a physician it designates at City expense.
- (d) A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the employee's immediate supervisor, setting forth a date such leave is to begin, as soon as that date can be determined by the employee and the employee's physician. Return to work shall be as soon as reasonable after

delivery, as permitted by a signed release by the employee's physician. Maternity leave shall be charged against accrued sick leave, and the department director or the Personnel Director may require the employee to be examined by a physician of the City's choice. If maternity leave extends beyond the employee's accrued sick leave, leave may be granted in accordance with policies governing sick leave without pay.

- (e) An employee shall not be eligible for sick leave without pay until the employee has exhausted all regular sick leave and vacation leave, provided the maximum sick leave without pay shall not exceed 60 calendar days. If an employee has used all vacation leave on account of sickness, the department director may grant a leave of absence without pay as provided in Section 18 of this article.

17.20. Well Day. An additional day of leave shall be granted to an employee who has completed the payroll year as a full-time employee and who has not used more than 24 hours of sick leave in the preceding payroll year. Beginning December 15, 2007, any employee who completed the previous payroll year as a fulltime employee and who did not use any sick leave hours during the payroll year will receive one more additional day of leave. Well day leave must be taken in increments of not less than thirty (30) minutes, or, according to department rules, with prior approval of the employee's supervisor.

Well day leave may be granted the second pay period of the following payroll year. It is not cumulative and is not charged against any leave accumulation.

17.30. Reporting Sick Leave

- (a) Prior to the employee's scheduled time to report for duty, the employee must notify the employee's office or immediate superior by telephone or messenger that the employee will not work that day.
- (b) Upon return to work, the employee must file a Sick and Off-Duty Report. The Sick Report Form must be approved by the department head or designated representative before being charged to sick leave.
- (c) The Physician's Report Section of the Sick and Off-Duty Injury Report must be submitted when the leave extends beyond five (5) consecutive calendar days (40 hours) or can be required if an employee has 48 or more undocumented sick leave hours in a calendar year. Employees are required to keep their supervisor apprised of their progress and anticipated return to work.

17.40. Copies of any forms required under this provision or any other provisions of this contract will be furnished to the Union by the City.

17.50. The City and Union agree to comply with the provisions of the FAMILY AND MEDICAL LEAVE ACT. The exact provisions are outlined in the Personnel Manual.

Requests for leave under the FAMILY AND MEDICAL LEAVE ACT should be made to the employee's immediate supervisor at least 30 days prior to the commencement of the leave, or as soon as practical/possible in the case of unplanned emergencies. Application forms are available in

the Personnel Division.

17.60. Sick Leave Without Pay. If an employee has exhausted all regular sick leave and all accrued vacation leave, the employee may be granted sick leave without pay, upon approval of the department director, for a period not to exceed sixty (60) calendar days. The sixty day period may be extended by the City Manager upon recommendation of the department director.

The procedure for reporting sick leave without pay is the same as for reporting sick leave with pay.

LEAVES OF ABSENCES WITHOUT PAY

18.00. The City may grant leaves of absence without pay of up to sixty (60) calendar days, upon approval of the department director. However, this period may be extended by the City Manager on the recommendation of the department director. Leave of absence without pay will not be granted until all vacation leave has been exhausted.

Requests for leave for personal reasons shall be submitted in writing to the division or department director, stating reasons for the request, the date the leave shall begin and the probable date of return.

BEREAVEMENT LEAVE

19.00. In the event of a death in an employee's immediate family: spouse, children, (stepchildren), parents, (stepparents), state-approved foster child, or any relative living in the employee's home, the employee may be allowed a leave of absence with pay up to a maximum of five (5) work days to be taken within a two week period following the death of the family member. For the death of brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, or grandchildren, employees may be allowed up to three (3) workdays to be taken within a two week period following the death of the family member. This leave must be approved by the department or division director, and is not charged against any leave accumulation. Documentation of funeral or death may be required.

19.10. An employee who is unable to work because of a death in the immediate family must, prior to the employee's scheduled time to report, notify the employee's office or immediate supervisor by phone or messenger.

VACATION LEAVE

20.00. City employees earn vacation on the basis of credited service in accordance with the following:

- a. All full-time employees earn vacation benefits.
- b. Vacation leave will be earned on hours in pay status, exclusive of overtime, and will be calculated at the time the payroll is processed.

- c. Base hours for computing vacation leave are 2,080 per year for employees of the unit.
- d. The rate at which vacation leave is earned is determined by the start-work date or adjusted start-work date, except:
- e. Employees with prior creditable service are not eligible to earn vacation leave based on their adjusted start-work date until after completion of two years of reemployment.
- f. Vacation leave may not be taken in advance of vacation earned, nor prior to completion of the probationary period. Employees must have satisfactorily completed their probationary appointment and have been removed from probationary status before being eligible to take vacation or being paid for terminal vacation.
- g. The vacation schedules for all employees is as follows:

YEARS OF SERVICE	DAYS OF VACATION
<5	10
5 - 9	15
10 - 15	17
16 - 20	20
21 +	25

Employees lose vacation days if number of vacation days in current year are less than in previous year. (No grandfathering).

- h. An employee who goes on military leave for extended active duty, or is terminated will be paid for any unused vacation leave. Employees on military leave may choose to leave their unused vacation leave until they return to work or be paid for the accrued vacation at the time they start military leave. Employees must complete their probationary appointment to be eligible to receive terminal vacation pay.
- i. Vacation leave is scheduled in the department according to the policies established by the department director. Vacation may not be taken in excess of the hours appearing on the payroll stub. Vacation leave may be taken in thirty-minute increments by nonexempt employees, unless precluded by department policy.
- j. Employees who have retired under either retirement system and who are reemployed will not receive credit for any prior service toward longevity vacation. The date of reemployment will serve as the date for computing longevity vacation.

- k. Employees are allowed to accumulate and carry forward each year 240 hours of vacation leave. Employees will be required to use or lose vacation earned in excess of 240 hours before the end of the pay period in which their anniversary date occurs.

HOLIDAYS

21.00. Employees receive eleven holidays with pay observed by the City of Wichita. The City has adopted the federal long weekend plan, which means that the holiday is the day which is observed by the City.

21.10. Legal holidays observed shall be New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and Personal Holiday. Personal holiday will be individually scheduled by the department director. Employees must have been removed from probationary status before being eligible to take a Personal Holiday.

21.15. A 28-day period is established for scheduling an alternate holiday for S.E.I.U. represented employees of the Police Department and Airport Safety Division whose job assignments are in the functions staffed with multiple shifts that are critical to the mission of the Police Department or Airport. The employee shall be granted the actual holiday off when law enforcement activities permit. If an employee is required to work on the holiday, the employee shall be given time off to be taken on a day selected by the employee within the 28-day work period in which the holiday falls, to be taken off as law enforcement or airport activities permit.

If a Police Department or Airport Safety employee, as described above, cannot take an authorized holiday off within the 28-day work period in which the holiday falls, and is required to work, the employee shall be compensated in addition to his/her regular pay, at time and one-half for the hours worked.

21.20. Working on holidays. If an employee is required to work on the observed holiday, the employee will be paid time and one-half for the hours worked, in addition to holiday pay for the normal number of hours they are scheduled to work.

21.30. Holiday Pay will be disallowed when an employee:

- (a) Does not comply with a request to work on a holiday.
- (b) Is not in pay status on the working day preceding and the working day following the holiday.

21.40. Holidays while on leave. Holidays that are observed during an approved leave of absence with pay, except injury leave, are not charged as days of leave taken.

21.50. Additional holidays. When an additional non-working day is declared by the Appointing Authority, such non-working day shall be treated in accordance with the policy governing holidays.

21.60. Holidays falling on non-work days. When a legal holiday is observed on the first non-work day (employee's Saturday), the preceding work day shall be observed; and when the holiday falls on the second non-work day (employee's Sunday), the following work day shall be observed.

MILITARY LEAVE

22.00. Requests for military leave will be handled in accordance with Title 38, U.S. Code, Section 2021 et seq.

EMPLOYEE BREAKS AND LUNCH PERIOD

23.00. Employee Breaks. The rest break is recognized as a factor which contributes toward efficient employee output. To permit employees the full benefits of a break period and to avoid any unfavorable impression which may be given when a number of employees congregate in public areas, the following policy shall regulate employee breaks:

- (a) Employees will be permitted a maximum fifteen minutes rest break each morning and each afternoon. Rest break time will not be accumulated.
- (b) Breaks will not be taken during the first or last hour of the work shift or used to extend lunch periods.
- (c) Rest breaks will be taken within the department or division areas or other areas provided by management for such purposes whenever possible.
- (d) Employees at a temporary work site will be expected to remain at the work site during their rest periods unless released by their supervisors. Complaints regarding unreasonableness of supervisors in regard to rest breaks may be brought to the attention of the division head by stewards. No grievance can be filed under this provision, however the employee or Union may request an informal review by the Employee Relations Officer.

23.10. Lunch Break. Each employee shall be allowed not less than one-half hour nor more than one hour per day as a lunch break. Said time is the time of the employee to be used in whatever manner the employee desires. However the employee shall be back on the job by the end of the lunch period. The City will not be required to provide transportation for employees wishing to take their lunch period away from the job site.

LABOR/MANAGEMENT COMMITTEE

24.00. Labor/Management Committee. The City-wide Labor/Management Committee has the support of both the Union and Management. The Labor/Management Committee is limited in its discussion to topics not covered by the Agreement. Furthermore, items under consideration by the parties during negotiations between the Union and the City are not proper subjects for discussion and are therefore prohibited. The operation and membership of the Labor/Management Committee is governed by the bylaws and practices of the Committee.

BULLETIN BOARDS

25.00. The City shall provide space on bulletin boards for the Employee Organization to post notices of meetings and notices of other Union business.

SAFETY

26.00. The City shall reimburse or furnish all safety devices which, by virtue of the employee's employment with the City, the employee is required to possess.

26.05. Employees whose duties require that safety boots or other safety footwear be worn will be required to report to work in footwear that meets the City's specifications as developed by the City's Safety Officer. Full-time employees required to purchase such footwear will be reimbursed the cost (not to exceed \$150.00 annually) upon presentation of a paid receipt for the boots being utilized.

New employees (full-time) will also be required to report in the appropriate footwear. Upon successful completion of the probationary period, and presentation of the paid receipt for the boots being utilized, the employee will be reimbursed the cost (not to exceed \$150.00). In the event the employee is terminated or resigns his/her employment with the City within the probationary period, the City will not reimburse the safety footwear allowance.

26.10. If the employee, through willful negligence or abuse, destroys, damages or loses such equipment, uniforms, etc., the employee shall replace the items at the employee's expense.

26.20. The City's Safety Manual will include a provision defining weather conditions during which certain routine outdoor work activities should be curtailed for the safety of its employees and designating those individuals, by position, who have the authority to curtail such work.

26.30. The City shall provide a form on which any employee may, over his/her signature, report safety infractions to the immediate supervisor or directly to the City's Safety Coordinator.

GENERAL PROVISIONS

27.00. In no instance, except in case of emergency, shall the City force any employee to work in excess of 16 hours without at least an 8-hour break. Any employee who works in excess of 16 hours in a 24 hour period will receive a rest break of at least 8 consecutive hours. If any part of

the eight consecutive hours or rest is during the employee's scheduled hours, the employee shall receive paid straight time off for such hours (such hours shall not be charged to an employee's accumulated vacation or sick leave).

27.05. The City and the Union agree that the use of demeaning, derogatory, or belittling language by any employee in the workplace is unacceptable and may be proper cause for discipline.

27.10. Termination correspondence shall be sent directly to the City Personnel Office.

27.20. The City, whenever possible, shall rotate service calls for employees, so that within a period of time all involved employees shall receive approximately the same number of service calls.

27.30. The City shall present to the Union a list of all SEU represented employees including separations upon request twice each calendar year. The list shall include the name, address and department of all employees within the bargaining unit. The Union shall not use the list or allow the list to be used by any other person, organization or company for any purpose other than Union business.

27.40. At least once a year, employees shall have the opportunity to meet with their supervisors to review performance and make known their desires in respect to career changes or promotional advances.

27.50. The City may, as is its right under the law, issue new work rules and other rules to govern the conduct of its employees. Such rules shall be given to the union fourteen (14) days in advance of their implementation when possible.

27.60. Employees, upon request of their supervisor, will sign any normal department form/document concerning their attendance, payroll, sick leave, vacation, accident report, evaluation, or request for service. It is understood that by signing documents pertaining to performance evaluation or disciplinary action, this is an acknowledgment of the employee's awareness of the document and that the employee is not necessarily agreeing or disagreeing with the information it contains.

27.70. If any provision of this Agreement should be held invalid by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by a tribunal, or where legal restrictions exist and those legal restrictions are removed by law, the remainder of this Agreement shall not be affected thereby and the parties shall, at the request of either, enter into negotiation on that matter only.

27.80. It is expressly understood between the City and the Union that all matters not included in this Agreement are by intention and design specifically excluded and fall within the powers, duties and responsibilities of the City.

27.90. For emergency operations, employees in specified positions will be required to inform their immediate supervisors of their current address and local telephone number, and maintain a functioning phone at their residence if so specified by a Department Director.

27.95. The City and the Union hereby agree to comply with the Americans with Disabilities Act (ADA).

SUBSTANCE TESTING

28.00. All safety sensitive employees shall be subject to random drug and alcohol testing as agreed upon by the City and the Union in April, 2007.

DURATION AND TERMINATION

29.00. This Agreement shall take effect as of December 15, 2007, and shall continue in full force and effect until December 25, 2009. The parties agree to commence "meet and confer" sessions by May 14, 2009. By mutual agreement between the parties, this Agreement may be opened as to any other change or modification. Any subsequent statements which result from such reopening shall be set forth and made an amendment to this Agreement, and when ratified by the parties shall constitute a change in policy.

IN WITNESS WHEREOF, THE CITY and THE UNION have hereunto set their hands this

_____ day of _____, 2007.

For the City of Wichita

For Service Employees International Union
Local 513 AFL-CIO

George Kolb, City Manager

Jim Bishop, President SEIU Local 513

Carl Brewer, Mayor

Harold Schlechtweg, Business Representative

Darren Ensign, Unit Chairperson

Bernita Issinghoff, Bargaining Team Member

Darrell Peoples, Bargaining Team Member

David Forbes, Bargaining Team Member

APPROVED AS TO FORM:

Attest:

Gary Rebenstorf, Director of Law

Karen Sublett, City Clerk

Appendix A

2008 - Effective December 15, 2007

A B C D E F G H I J K L M N O

602	7.0433	7.2194	7.3999	7.5849	7.7745	7.9688	8.1681	8.3723	8.5816	8.7961	9.0160	9.2414	9.4724	9.7093	9.9520
606	7.6861	7.8783	8.0753	8.2771	8.4841	8.6962	8.9136	9.1364	9.3648	9.5989	9.8389	10.0849	10.3370	10.5954	10.8603
607	7.9786	8.1780	8.3825	8.5920	8.8068	9.0270	9.2527	9.4840	9.7211	9.9641	10.2132	10.4686	10.7303	10.9985	11.2735
608	8.2889	8.4961	8.7085	8.9262	9.1494	9.3781	9.6126	9.8529	10.0992	10.3517	10.6105	10.8757	11.1476	11.4263	11.7120
609	8.6272	8.8429	9.0640	9.2906	9.5228	9.7609	10.0049	10.2550	10.5114	10.7742	11.0436	11.3197	11.6026	11.8927	12.1900
610	8.9813	9.2058	9.4360	9.6719	9.9137	10.1615	10.4156	10.6759	10.9428	11.2164	11.4968	11.7842	12.0789	12.3808	12.6903
611	9.3398	9.5733	9.8126	10.0579	10.3094	10.5671	10.8313	11.1021	11.3796	11.6641	11.9557	12.2546	12.5610	12.8750	13.1969
612	9.7408	9.9843	10.2339	10.4897	10.7520	11.0208	11.2963	11.5787	11.8682	12.1649	12.4690	12.7807	13.1002	13.4278	13.7634
613	10.1473	10.4009	10.6610	10.9275	11.2007	11.4807	11.7677	12.0619	12.3635	12.6725	12.9894	13.3141	13.6469	13.9881	14.3378
614	10.5880	10.8527	11.1240	11.4021	11.6872	11.9794	12.2789	12.5858	12.9005	13.2230	13.5536	13.8924	14.2397	14.5957	14.9606
615	11.0598	11.3363	11.6197	11.9102	12.2080	12.5132	12.8260	13.1467	13.4753	13.8122	14.1575	14.5115	14.8743	15.2461	15.6273
616	11.5529	11.8417	12.1378	12.4412	12.7522	13.0710	13.3978	13.7328	14.0761	14.4280	14.7887	15.1584	15.5374	15.9258	16.3239
617	12.0775	12.3794	12.6889	13.0062	13.3313	13.6646	14.0062	14.3564	14.7153	15.0832	15.4602	15.8467	16.2429	16.6490	17.0652
618	12.6347	12.9505	13.2743	13.6062	13.9463	14.2950	14.6524	15.0187	15.3941	15.7790	16.1735	16.5778	16.9922	17.4170	17.8525
619	13.2255	13.5561	13.8950	14.2424	14.5984	14.9634	15.3375	15.7209	16.1139	16.5168	16.9297	17.3529	17.7868	18.2314	18.6872
620	13.8366	14.1825	14.5371	14.9005	15.2730	15.6548	16.0462	16.4473	16.8585	17.2800	17.7120	18.1548	18.6087	19.0739	19.5507
621	14.5085	14.8712	15.2430	15.6241	16.0147	16.4150	16.8254	17.2460	17.6772	18.1191	18.5721	19.0364	19.5123	20.0001	20.5001
622	15.2100	15.5903	15.9800	16.3795	16.7890	17.2087	17.6390	18.0799	18.5319	18.9952	19.4701	19.9569	20.4558	20.9672	21.4914
623	15.9476	16.3463	16.7549	17.1738	17.6031	18.0432	18.4943	18.9566	19.4306	19.9163	20.4142	20.9246	21.4477	21.9839	22.5335
624	16.7417	17.1602	17.5892	18.0289	18.4797	18.9417	19.4152	19.9006	20.3981	20.9080	21.4307	21.9665	22.5157	23.0786	23.6555
625	17.5755	18.0148	18.4652	18.9268	19.4000	19.8850	20.3821	20.8917	21.4140	21.9493	22.4981	23.0605	23.6370	24.2280	24.8337
626	18.4603	18.9218	19.3949	19.8798	20.3767	20.8862	21.4083	21.9435	22.4921	23.0544	23.6308	24.2215	24.8271	25.4478	26.0840
627	19.3983	19.8833	20.3804	20.8899	21.4121	21.9474	22.4961	23.0585	23.6350	24.2259	24.8315	25.4523	26.0886	26.7408	27.4093

Appendix B

2009 - Effective December 13, 2008

A B C D E F G H I J K L M N O

602	7.3250	7.5082	7.6959	7.8883	8.0855	8.2876	8.4948	8.7072	8.9248	9.1480	9.3767	9.6111	9.8513	10.0976	10.3501
606	7.9936	8.1934	8.3983	8.6082	8.8234	9.0440	9.2701	9.5019	9.7394	9.9829	10.2325	10.4883	10.7505	11.0192	11.2947
607	8.2977	8.5051	8.7178	8.9357	9.1591	9.3881	9.6228	9.8634	10.1099	10.3627	10.6218	10.8873	11.1595	11.4385	11.7244
608	8.6204	8.8359	9.0568	9.2833	9.5153	9.7532	9.9971	10.2470	10.5032	10.7657	11.0349	11.3108	11.5935	11.8834	12.1804
609	8.9723	9.1966	9.4265	9.6622	9.9037	10.1513	10.4051	10.6653	10.9319	11.2052	11.4853	11.7724	12.0668	12.3684	12.6776
610	9.3406	9.5741	9.8134	10.0588	10.3102	10.5680	10.8322	11.1030	11.3806	11.6651	11.9567	12.2556	12.5620	12.8761	13.1980
611	9.7134	9.9562	10.2051	10.4603	10.7218	10.9898	11.2646	11.5462	11.8348	12.1307	12.4340	12.7448	13.0634	13.3900	13.7248
612	10.1304	10.3837	10.6432	10.9093	11.1821	11.4616	11.7482	12.0419	12.3429	12.6515	12.9678	13.2920	13.6243	13.9649	14.3140
613	10.5532	10.8170	11.0874	11.3646	11.6487	11.9399	12.2384	12.5444	12.8580	13.1794	13.5089	13.8467	14.1928	14.5476	14.9113
614	11.0115	11.2868	11.5690	11.8582	12.1547	12.4585	12.7700	13.0893	13.4165	13.7519	14.0957	14.4481	14.8093	15.1795	15.5590
615	11.5022	11.7898	12.0845	12.3866	12.6963	13.0137	13.3391	13.6725	14.0144	14.3647	14.7238	15.0919	15.4692	15.8560	16.2524
616	12.0150	12.3154	12.6233	12.9389	13.2623	13.5939	13.9337	14.2821	14.6391	15.0051	15.3802	15.7647	16.1589	16.5628	16.9769
617	12.5606	12.8746	13.1965	13.5264	13.8646	14.2112	14.5665	14.9306	15.3039	15.6865	16.0786	16.4806	16.8926	17.3149	17.7478
618	13.1401	13.4686	13.8053	14.1504	14.5042	14.8668	15.2384	15.6194	16.0099	16.4101	16.8204	17.2409	17.6719	18.1137	18.5666
619	13.7545	14.0983	14.4508	14.8121	15.1824	15.5619	15.9510	16.3497	16.7585	17.1774	17.6069	18.0471	18.4982	18.9607	19.4347
620	14.3900	14.7498	15.1185	15.4965	15.8839	16.2810	16.6880	17.1052	17.5329	17.9712	18.4205	18.8810	19.3530	19.8368	20.3328
621	15.0888	15.4661	15.8527	16.2490	16.6553	17.0716	17.4984	17.9359	18.3843	18.8439	19.3150	19.7979	20.2928	20.8001	21.3201
622	15.8184	16.2139	16.6192	17.0347	17.4606	17.8971	18.3445	18.8031	19.2732	19.7550	20.2489	20.7551	21.2740	21.8059	22.3510
623	16.5855	17.0001	17.4251	17.8607	18.3072	18.7649	19.2341	19.7149	20.2078	20.7130	21.2308	21.7616	22.3056	22.8632	23.4348
624	17.4113	17.8466	18.2928	18.7501	19.2188	19.6993	20.1918	20.6966	21.2140	21.7444	22.2880	22.8452	23.4163	24.0017	24.6017
625	18.2785	18.7354	19.2038	19.6839	20.1760	20.6804	21.1974	21.7274	22.2706	22.8273	23.3980	23.9829	24.5825	25.1971	25.8270
626	19.1987	19.6787	20.1707	20.6749	21.1918	21.7216	22.2647	22.8213	23.3918	23.9766	24.5760	25.1904	25.8202	26.4657	27.1273

627	20.1743	20.6786	21.1956	21.7255	22.2686	22.8253	23.3960	23.9809	24.5804	25.1949	25.8248	26.4704	27.1322	27.8105	28.5057
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Appendix C

1991 PERB UNIT DETERMINATION WITH MODIFICATIONS

Account Clerk I*
Account Clerk II*
Account Clerk III*
Administrative Aide I*
Administrative Secretary*
Airport Services Officer
Animal Control Officer I
Animal Control Officer II
Animal Display Attendant
Assistant Golf Course Maintenance Supervisor
Body Shop Mechanic I
Body Shop Mechanic II
Building Attendant
Building Permit Examiner
City Hall Security Officer
City Hall Security Screener
Clerk I*
Clerk II
Clerk III
Combination Inspector
Combination Neighborhood Inspector
Construction Inspector I
Construction Inspector II
Construction Inspector III
Custodial Worker I
Custodial Worker II
Customer Service Clerk I*
Customer Service Clerk II
Docket Clerk
Electrical & Elevator Inspector II
Electrical & Elevator Inspector III
Electrical Inspector I
Electrician I
Electrician II
Electronics Technician I
Electronics Technician II
Elevator Inspector I
Engineering Aide I
Engineering Aide II
Engineering Aide III*

Equipment Operator I
Equipment Operator II
Equipment Operator III
Event Worker I
Event Worker II
Gardener I
Gardener II
Gardening Supervisor I
Gardening Supervisor II
General Supervisor II**
Greenskeeper
Grounds Maintenance Supervisor
Guard
Heating & Air Conditioning Mechanic
Helicopter Mechanic
Inspector
Laborer
Labor Supervisor I*
Laboratory Technician
Machinist Mechanic
Maintenance Mechanic
Maintenance Specialist
Maintenance Worker
Mechanic I
Mechanic II
Mechanic III
Mechanical Inspector I
Neighborhood Inspector I
Neighborhood Inspector II
Neighborhood Inspector III
Parts Clerk
Photo Technician I
Photo Technician II
Photographer
Plant Operator
Plumber
Plumbing & Mechanical Inspector II
Plumbing & Mechanical Inspector III
Plumbing Inspector I
Printing Press Operator I
Printing Press Operator II
Property Clerk
Public Health Sanitarian I
Radio Dispatcher

Rehabilitation Specialist I
Rehabilitation Specialist II
Secretary
Senior Building Permit Examiner
Service Attendant
Service Officer I
Service Officer II
Sewer Line Technician
Sign Painter
Signal Electrician
Special Water Service Representative
Spider Dispatcher
Storekeeper
Storekeeper (Senior)
Street Inspector
Traffic Signal Mechanic
Tree Maintenance Aide
Tree Maintenance Equipment Supervisor
Tree Maintenance Inspector
Tree Maintenance Worker I
Tree Maintenance Worker II
Water Meter Reader
Water Service Representative
Water Utility Worker

*Except occupants of the position who are excluded due to supervisory or confidential responsibilities.

**Century II Maintenance

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCE NO. 47-544

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. The rates of pay for all positions allocated to the titles below are prescribed according to the following schedule.

<u>Class Title</u>	<u>Pay Range Number</u>
Account Clerk I	617
Account Clerk II	619
Account Clerk III	621
Administrative Aide I	620
Administrative Aide II	623
Administrative Aide III	926
Administrative Assistant	928
Administrative Secretary	621
Airport Building Maintenance Mechanic	623
Airport Building Maintenance Supervisor	626
Airport Custodial Supervisor	622
Airport Equipment Maintenance Supervisor	627
Airport Field Maintenance Supervisor	625
Airport Public Safety Officer I	691
Airport Public Safety Officer II	692
Airport Public Safety Supervisor	893 or 827
Airport Services Officer	621
Animal Control Officer I	619
Animal Control Officer II	621
Animal Display Attendant	619
Animal Shelter Supervisor	623
Assistant Airport Public Safety Supervisor	892 or 824
Assistant Golf Course Maintenance Supervisor	621
Associate Accountant	623
Body Shop Mechanic I	622
Body Shop Mechanic II	623
Building Attendant	609
Building Permit Examiner	625
Bus Mechanic A	320
Bus Mechanic B	317
Bus Mechanic's Helper	315
Bus Operator	316
Bus Utility Worker	312
City Manager's Secretary	622
Clerical Aide	609
Clerical Aide	609
Clerical Aide	609
Clerk II	615
Clerk III	617
Combination Inspector	627
Combination Neighborhood Inspector	627
Community Health Aide	619
Community Health Nurse I	927
Community Health Nurse II	929

<u>Class Title</u>	<u>Pay Range Number</u>
Community Service Aide	602
Community Service Records Clerk	414
Community Service Worker	410
Construction Inspector I	623
Construction Inspector II	625
Construction Inspector III	627
Cooperative Education Student	420
Counselor	927
Crime Scene Investigator	714
Crime Scene Supervisor	626
Custodial Guard	615
Custodial Supervisor	621
Custodial Worker I	615
Custodial Worker II	617
Customer Service Clerk I	617
Customer Service Clerk II	619
Deputy City Clerk	927
Docket Clerk	618
Electrical and Elevator Inspector II	625
Electrical and Elevator Inspector III	627
Electrical Inspector I	623
Electrical Technician	627
Electrician I	621
Electrician II	623
Electronics Technician I	623
Electronics Technician II	625
Electronics Technician III	627
Elevator Inspector I	623
Energy Systems Specialist	623
Engineering Aide I	618
Engineering Aide II	620
Engineering Aide III	623
Engineering Technician I	624
Engineering Technician II	626
Equipment Operator I	617
Equipment Operator II	619
Equipment Operator III	620
Event Worker I	615
Event Worker II	617
Field Supervisor	625
Fire Captain	893 or 827
Fire Fighter	891
Fire Investigator I	824
Fire Investigator II	827
Fire Lieutenant	892
Fire Medical Training Officer	827
Fire Operations Training Instructor	893 or 827
Fire Prevention Inspector I	824
Fire Prevention Inspector II	827
Fire Prevention Training Instructor I	824
Fire Prevention Training Instructor II	827
Fire Protection Systems Specialist	827
Fire Recruit	821
Forensic Examiner	929

<u>Class Title</u>	<u>Pay Range Number</u>
Gardener I	617
Gardener II	618
Gardening Supervisor I	619
Gardening Supervisor II	621
General Supervisor I	623
General Supervisor II	624
Greenskeeper	617
Grounds Maintenance Supervisor	621
Guard	617
Heating and Air Conditioning Mechanic	623
Helicopter Mechanic	627
Information Systems Coordinator	926
Inspector	622
Irrigation System Supervisor	623
Labor Supervisor I	621
Labor Supervisor II	622
Laboratory Assistant	615
Laboratory Technician	620
Laborer	616
Legal Assistant	623
Legal Secretary	620
Library Aide	606
Library Assistant I	615
Library Assistant II	617
Library Assistant III	619
Library Assistant IV	621
Library Assistant V	622
Machinist Mechanic	622
Maintenance Mechanic	621
Maintenance Mechanic Supervisor	622
Maintenance Specialist	619
Maintenance Technician	626
Maintenance Worker	617
Mechanic I	618
Mechanic II	622
Mechanic III	623
Mechanic Supervisor	624
Mechanical Equipment Operator	415
Mechanical Inspector I	623
Neighborhood Inspector I	623
Neighborhood Inspector II	625
Neighborhood Inspector III	626
Operations Supervisor I	623
Operations Supervisor II	624
Outreach Worker	613
Parts Clerk	622
Photographer	619
Photo Technician	617
Planning Aide	623
Planning Analyst	927

Class Title**Pay Range Number**

Plant Operator	622
Plumber	623
Plumbing and Mechanical Inspector II	625
Plumbing and Mechanical Inspector III	627
Plumbing Inspector I	623
Plumbing Maintenance Supervisor	627
Police Detective	724
Police Lieutenant	727
Police Officer	723
Police Recruit	722
Police Sergeant	725
Preparator	623
Print Shop Supervisor	624
Printing Press Operator I	619
Printing Press Operator II	620
Probation Officer	625
Property Clerk	621
Public Health Sanitarian I	625
Radio Dispatcher	621
Recreation Aide	510
Recreation Leader I	515
Recreation Leader II	519
Recreation Specialist	529
Rehabilitation Loan Specialist	627
Rehabilitation Specialist I	623
Rehabilitation Specialist II	625
Right-of-Way/Utility Coordinator	929
Secretary	619
Security Officer	621
Security Screener	617
Senior Building Permit Examiner	627
Senior Storekeeper	621
Senior Traffic Investigator	621
Service Attendant	616
Service Officer I	620
Service Officer II	623
Sewer Line Technician	622
Sign Painter	621
Signal Electrician	625
Signal Technician	626
Special Water Service Representative	620
SPIDER Dispatcher	621
Station Clerk	710
Storekeeper	619
Street Inspector	623
Street Inspector Supervisor	624
Structural Maintenance Supervisor	621
Switchboard Operator	616
Systems Analyst I	927
Telecommunications Coordinator	929
Traffic Investigator	619
Traffic Safety Officer	711
Traffic Signal Mechanic	619
Tree Maintenance Aide	616
Tree Maintenance Equipment Supervisor	622

<u>Class Title</u>	<u>Pay Range Number</u>
Tree Maintenance General Supervisor	624
Tree Maintenance Inspector	623
Tree Maintenance Supervisor	623
Tree Maintenance Worker I	619
Tree Maintenance Worker II	621
Van Driver	314
Warrant Officer	712
Water Meter Reader	619
Water Service Representative	619
Water Utility Worker	618
WHA Inspector	625

SECTION 2. Ordinance No. 47-544 is hereby repealed.

SECTION 3. This ordinance shall take effect on December 15, 2007, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this _____ day of _____

Carl Brewer, Mayor

Attest: _____

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

ORDINANCE NO. _____
Non-exempt Salary

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 47-491

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. A schedule of standard pay ranges established for classifications in *Wichita Transit* represented by Teamsters Union Local #795, and in which employees are treated as non-exempt from the overtime provisions of the FLSA.

**SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 15, 2007 – December 12, 2008**

Range	A	B	C	D	E	F	G
312	\$9.1632	\$9.3923	\$9.6272	\$9.8678	\$10.1144	\$10.3673	\$10.6265
314	\$10.4076	\$10.6677	\$10.9345	\$11.2078	\$11.4881	\$11.7753	\$12.0696
315	\$10.4076	\$10.6677	\$10.9345	\$11.2078	\$11.4881	\$11.7753	\$12.0696
316	\$10.8728	\$11.1446	\$11.4232	\$11.7087	\$12.0014	\$12.3015	\$12.6090
317	\$11.6508	\$11.9421	\$12.2407	\$12.5467	\$12.8603	\$13.1818	\$13.5113
320	\$13.3618	\$13.6958	\$14.0383	\$14.3892	\$14.7489	\$15.1176	\$15.4957

Range	H	I	J	K	L	M	N	O
312	\$10.8922	\$11.1645	\$11.4436	\$11.7297	\$12.0229	\$12.3235	\$12.6315	\$12.9474
314	\$12.3714	\$12.6807	\$12.9976	\$13.3227	\$13.6556	\$13.9971	\$14.3469	\$14.7058
315	\$12.3714	\$12.6807	\$12.9976	\$13.3227	\$13.6556	\$13.9971	\$14.3469	\$14.7058
316	\$12.9242	\$13.2474	\$13.5785	\$13.9180	\$14.2660	\$14.6227	\$14.9882	\$15.3629
317	\$13.8492	\$14.1954	\$14.5504	\$14.9140	\$15.2869	\$15.6691	\$16.0608	\$16.4623
320	\$15.8830	\$16.2800	\$16.6870	\$17.1042	\$17.5319	\$17.9702	\$18.4194	\$18.8799

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SECTION 2. A schedule of standard pay ranges established for **seasonal/limited** classifications for positions in which employees are treated as non-exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

Current Pay Rates

Pay Range	A	B	C	D	E	F
410	5.50	5.75	6.00	6.25	6.50	*7.00
414	6.25	6.50	6.75	7.00	7.25	*8.00
415	6.50	6.75	7.00	7.25	7.50	*8.25
420	6.75	7.00	7.50	8.25	9.00	10.00

Pay Rates Effective July 24, 2009

Pay Range	A	B	C	D	E	F
410	6.55	6.80	7.05	7.30	7.55	*8.05
414	7.30	7.55	7.80	8.05	8.30	*9.05
415	7.55	7.80	8.05	8.30	8.55	*9.30
420	7.80	8.05	8.55	9.30	10.05	11.05

* These rates are established for supervisory positions only.

SECTION 3. A schedule of standard pay ranges established for **seasonal/limited** classifications for recreation positions in the Park Department in which employees are treated in accordance with the provisions of FLSA.

Current Pay Rates

Pay Range	A	B	C	D	E	F
510	5.50	5.75	6.00	6.25	6.50	6.75
515	6.25	6.55	6.85	7.15	7.45	7.75
519	6.90	7.20	7.50	7.80	8.40	9.00
529	10.50	11.00	11.50	12.00	12.50	13.00

Pay Rates Effective July 24, 2009

Pay Range	A	B	C	D	E	F
510	6.55	6.80	7.05	7.30	7.55	7.80
515	7.30	7.60	7.90	8.20	8.50	8.80
519	7.95	8.25	8.55	8.85	9.45	10.05
529	11.55	12.05	12.55	13.05	13.55	14.05

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SECTION 4. A schedule of standard pay ranges established for positions in which employees are treated as non-exempt from the overtime provisions of FLSA.

**SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 15, 2007 - December 12, 2008**

Range	A	B	C	D	E	F	G
602	7.0433	7.2194	7.3999	7.5849	7.7745	7.9688	8.1681
606	7.6861	7.8783	8.0753	8.2771	8.4841	8.6962	8.9136
607	7.9786	8.1780	8.3825	8.5920	8.8068	9.0270	9.2527
608	8.2889	8.4961	8.7085	8.9262	9.1494	9.3781	9.6126
609	8.6272	8.8429	9.0640	9.2906	9.5228	9.7609	10.0049
610	8.9813	9.2058	9.4360	9.6719	9.9137	10.1615	10.4156
611	9.3398	9.5733	9.8126	10.0579	10.3094	10.5671	10.8313
612	9.7408	9.9843	10.2339	10.4897	10.7520	11.0208	11.2963
613	10.1473	10.4009	10.6610	10.9275	11.2007	11.4807	11.7677
614	10.5880	10.8527	11.1240	11.4021	11.6872	11.9794	12.2789
615	11.0598	11.3363	11.6197	11.9102	12.2080	12.5132	12.8260
616	11.5529	11.8417	12.1378	12.4412	12.7522	13.0710	13.3978
617	12.0775	12.3794	12.6889	13.0062	13.3313	13.6646	14.0062
618	12.6347	12.9505	13.2743	13.6062	13.9463	14.2950	14.6524
619	13.2255	13.5561	13.8950	14.2424	14.5984	14.9634	15.3375
620	13.8366	14.1825	14.5371	14.9005	15.2730	15.6548	16.0462
621	14.5085	14.8712	15.2430	15.6241	16.0147	16.4150	16.8254
622	15.2100	15.5903	15.9800	16.3795	16.7890	17.2087	17.6390
623	15.9476	16.3463	16.7549	17.1738	17.6031	18.0432	18.4943
624	16.7417	17.1602	17.5892	18.0289	18.4797	18.9417	19.4152
625	17.5755	18.0148	18.4652	18.9268	19.4000	19.8850	20.3821
626	18.4603	18.9218	19.3949	19.8798	20.3767	20.8862	21.4083
627	19.3983	19.8833	20.3804	20.8899	21.4121	21.9474	22.4961

Range	H	I	J	K	L	M	N	O
602	8.3723	8.5816	8.7961	9.0160	9.2414	9.4724	9.7093	9.9520
606	9.1364	9.3648	9.5989	9.8389	10.0849	10.3370	10.5954	10.8603
607	9.4840	9.7211	9.9641	10.2132	10.4686	10.7303	10.9985	11.2735
608	9.8529	10.0992	10.3517	10.6105	10.8757	11.1476	11.4263	11.7120
609	10.2550	10.5114	10.7742	11.0436	11.3197	11.6026	11.8927	12.1900
610	10.6759	10.9428	11.2164	11.4968	11.7842	12.0789	12.3808	12.6903
611	11.1021	11.3796	11.6641	11.9557	12.2546	12.5610	12.8750	13.1969
612	11.5787	11.8682	12.1649	12.4690	12.7807	13.1002	13.4278	13.7634
613	12.0619	12.3635	12.6725	12.9894	13.3141	13.6469	13.9881	14.3378
614	12.5858	12.9005	13.2230	13.5536	13.8924	14.2397	14.5957	14.9606
615	13.1467	13.4753	13.8122	14.1575	14.5115	14.8743	15.2461	15.6273
616	13.7328	14.0761	14.4280	14.7887	15.1584	15.5374	15.9258	16.3239
617	14.3564	14.7153	15.0832	15.4602	15.8467	16.2429	16.6490	17.0652
618	15.0187	15.3941	15.7790	16.1735	16.5778	16.9922	17.4170	17.8525
619	15.7209	16.1139	16.5168	16.9297	17.3529	17.7868	18.2314	18.6872
620	16.4473	16.8585	17.2800	17.7120	18.1548	18.6087	19.0739	19.5507
621	17.2460	17.6772	18.1191	18.5721	19.0364	19.5123	20.0001	20.5001
622	18.0799	18.5319	18.9952	19.4701	19.9569	20.4558	20.9672	21.4914
623	18.9566	19.4306	19.9163	20.4142	20.9246	21.4477	21.9839	22.5335
624	19.9006	20.3981	20.9080	21.4307	21.9665	22.5157	23.0786	23.6555
625	20.8917	21.4140	21.9493	22.4981	23.0605	23.6370	24.2280	24.8337
626	21.9435	22.4921	23.0544	23.6308	24.2215	24.8271	25.4478	26.0840
627	23.0585	23.6350	24.2259	24.8315	25.4523	26.0886	26.7408	27.4093

SECTION 4. Continued

**SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 13, 2008 – December 25, 2009**

Range	A	B	C	D	E	F	G
602	7.3250	7.5082	7.6959	7.8883	8.0855	8.2876	8.4948
606	7.9936	8.1934	8.3983	8.6082	8.8234	9.0440	9.2701
607	8.2977	8.5051	8.7178	8.9357	9.1591	9.3881	9.6228
608	8.6204	8.8359	9.0568	9.2833	9.5153	9.7532	9.9971
609	8.9723	9.1966	9.4265	9.6622	9.9037	10.1513	10.4051
610	9.3406	9.5741	9.8134	10.0588	10.3102	10.5680	10.8322
611	9.7134	9.9562	10.2051	10.4603	10.7218	10.9898	11.2646
612	10.1304	10.3837	10.6432	10.9093	11.1821	11.4616	11.7482
613	10.5532	10.8170	11.0874	11.3646	11.6487	11.9399	12.2384
614	11.0115	11.2868	11.5690	11.8582	12.1547	12.4585	12.7700
615	11.5022	11.7898	12.0845	12.3866	12.6963	13.0137	13.3391
616	12.0150	12.3154	12.6233	12.9389	13.2623	13.5939	13.9337
617	12.5606	12.8746	13.1965	13.5264	13.8646	14.2112	14.5665
618	13.1401	13.4686	13.8053	14.1504	14.5042	14.8668	15.2384
619	13.7545	14.0983	14.4508	14.8121	15.1824	15.5619	15.9510
620	14.3900	14.7498	15.1185	15.4965	15.8839	16.2810	16.6880
621	15.0888	15.4661	15.8527	16.2490	16.6553	17.0716	17.4984
622	15.8184	16.2139	16.6192	17.0347	17.4606	17.8971	18.3445
623	16.5855	17.0001	17.4251	17.8607	18.3072	18.7649	19.2341
624	17.4113	17.8466	18.2928	18.7501	19.2188	19.6993	20.1918
625	18.2785	18.7354	19.2038	19.6839	20.1760	20.6804	21.1974
626	19.1987	19.6787	20.1707	20.6749	21.1918	21.7216	22.2647
627	20.1743	20.6786	21.1956	21.7255	22.2686	22.8253	23.3960

Range	H	I	J	K	L	M	N	O
602	8.7072	8.9248	9.1480	9.3767	9.6111	9.8513	10.0976	10.3501
606	9.5019	9.7394	9.9829	10.2325	10.4883	10.7505	11.0192	11.2947
607	9.8634	10.1099	10.3627	10.6218	10.8873	11.1595	11.4385	11.7244
608	10.2470	10.5032	10.7657	11.0349	11.3108	11.5935	11.8834	12.1804
609	10.6653	10.9319	11.2052	11.4853	11.7724	12.0668	12.3684	12.6776
610	11.1030	11.3806	11.6651	11.9567	12.2556	12.5620	12.8761	13.1980
611	11.5462	11.8348	12.1307	12.4340	12.7448	13.0634	13.3900	13.7248
612	12.0419	12.3429	12.6515	12.9678	13.2920	13.6243	13.9649	14.3140
613	12.5444	12.8580	13.1794	13.5089	13.8467	14.1928	14.5476	14.9113
614	13.0893	13.4165	13.7519	14.0957	14.4481	14.8093	15.1795	15.5590
615	13.6725	14.0144	14.3647	14.7238	15.0919	15.4692	15.8560	16.2524
616	14.2821	14.6391	15.0051	15.3802	15.7647	16.1589	16.5628	16.9769
617	14.9306	15.3039	15.6865	16.0786	16.4806	16.8926	17.3149	17.7478
618	15.6194	16.0099	16.4101	16.8204	17.2409	17.6719	18.1137	18.5666
619	16.3497	16.7585	17.1774	17.6069	18.0471	18.4982	18.9607	19.4347
620	17.1052	17.5329	17.9712	18.4205	18.8810	19.3530	19.8368	20.3328
621	17.9359	18.3843	18.8439	19.3150	19.7979	20.2928	20.8001	21.3201
622	18.8031	19.2732	19.7550	20.2489	20.7551	21.2740	21.8059	22.3510
623	19.7149	20.2078	20.7130	21.2308	21.7616	22.3056	22.8632	23.4348
624	20.6966	21.2140	21.7444	22.2880	22.8452	23.4163	24.0017	24.6017
625	21.7274	22.2706	22.8273	23.3980	23.9829	24.5825	25.1971	25.8270
626	22.8213	23.3918	23.9766	24.5760	25.1904	25.8202	26.4657	27.1273
627	23.9809	24.5804	25.1949	25.8248	26.4704	27.1322	27.8105	28.5057

SECTION 5. A schedule of standard pay ranges established for professional positions in which employees are treated as non-exempt from the overtime provisions of FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 15, 2007 – December 12, 2008

Range	A	B	C	D	E	F	G
926	18.4603	18.9218	19.3950	19.8798	20.3768	20.8861	21.4084
927	19.3984	19.8833	20.3804	20.8899	21.4121	21.9474	22.4961
928	20.3683	20.8776	21.3995	21.9345	22.4829	23.0449	23.6210
929	21.3868	21.9213	22.4694	23.0311	23.6069	24.1972	24.8020

Range	H	I	J	K	L	M	N	O
926	21.9440	22.4921	23.0544	23.6308	24.2215	24.8271	25.4478	26.0839
927	23.0586	23.6350	24.2259	24.8315	25.4523	26.0886	26.7408	27.4093
928	24.2116	24.8168	25.4372	26.0732	26.7251	27.3932	28.0780	28.7799
929	25.4221	26.0576	26.7091	27.3768	28.0613	28.7628	29.4818	30.2189

SECTION 6. A schedule of standard pay ranges established for Airport Safety positions in which employees are treated as non-exempt from the overtime provisions of FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 15, 2007 – December 12, 2008

Range	A	B	C	D	E	F	G
691*							
24 Hour Shift	10.9737	11.2480	11.5293	11.8175	12.1130	12.4158	12.7261
40 Hour Week	15.3632	15.7473	16.1409	16.5444	16.9580	17.3820	17.8166
692*							
24 Hour Shift	12.0710	12.3728	12.6822	12.9993	13.3242	13.6573	13.9987
40 Hour Week	16.8995	17.3219	17.7551	18.1989	18.6538	19.1202	19.5983

Range	H	I	J	K	L	M	N	O
691*								
24 Hour Shift	13.0443	13.3704	13.7047	14.0473	14.3984	14.7584	15.1273	15.5055
40 Hour Week	18.2620	18.7185	19.1865	19.6661	20.1578	20.6618	21.1783	21.7077
692*								
24 Hour Shift	14.3487	14.7074	15.0750	15.4520	15.8383	16.2342	16.6400	17.0562
40 Hour Week	20.0883	20.5904	21.1051	21.6328	22.1736	22.7278	23.2961	23.8786

* Hourly rates in this pay range that are designated "24 Hour Shift" are for **airport safety** positions assigned to work 24 hour shifts with schedules based on a 27 day work period. The rates designated "40 Hour Week" are provided to accommodate the need to assign an employee in a position classification prescribed to one of these ranges to a duty requiring that work be performed during a 40 hour per week schedule.

SECTION 7. A schedule of standard pay ranges established for commissioned and non-commissioned positions in the Police Department that are treated as non-exempt from the overtime provisions of the FLSA.

December 15, 2007 – December 12, 2008

Range	A	B	C	D	E	F	G
710	14.4072	14.7674	15.1366	15.5150	15.9029	16.3005	16.7080
711	15.2706	15.6524	16.0437	16.4448	16.8559	17.2773	17.7092
712	16.2552	16.6616	17.0781	17.5051	17.9427	18.3913	18.8510
714	17.4193	17.8548	18.3012	18.7587	19.2277	19.7084	20.2011
722	18.3432	---	---	---	---	---	---
723	19.2076	19.6878	20.1799	20.6844	21.2016	21.7316	22.2749
724	21.1020	21.6295	22.1703	22.7245	23.2926	23.8750	24.4718
725*	23.2058	23.7860	24.3806	24.9901	25.6149	26.2553	26.9116
727*	---	---	---	---	---	27.7350	28.4285

Range	H	I	J	K	L	M	N	O
710	17.1257	17.5583	17.9927	18.4425	18.9035	19.3761	19.8605	20.3570
711	18.1520	18.6058	19.0709	19.5477	20.0364	20.5373	21.0507	21.5770
712	19.3223	19.8054	20.3005	20.8080	21.3282	21.8614	22.4080	22.9682
714	20.7061	21.2237	21.7543	22.2982	22.8556	23.4270	24.0127	24.6130
722	---	---	---	---	---	---	---	---
723	22.8318	23.4025	23.9876	24.5873	25.2020	25.8320	26.4778	27.1398
724	25.0836	25.7107	26.3535	27.0123	27.6876	28.3798	29.0893	29.8165
725*	27.5844	28.2740	28.9809	29.7054	30.4480	31.2092	31.9895	32.7892
727*	29.1391	29.8676	30.6144	31.3796	32.1641	32.9682	33.7924	34.6372

*Hourly rates in this pay range are for law enforcement positions assigned to work 42.5-hour schedules based on a 7-day work period.

December 13, 2008 – December 25, 2009

Range	A	B	C	D	E	F	G
710	14.9835	15.3581	15.7421	16.1356	16.5390	16.9525	17.3763
711	15.8815	16.2785	16.6854	17.1026	17.5301	17.9684	18.4176
712	16.9054	17.3280	17.7612	18.2053	18.6604	19.1269	19.6051
714	18.1161	18.5690	19.0332	19.5090	19.9968	20.4967	21.0091
722	19.0770	---	---	---	---	---	---
723	19.9759	20.4753	20.9871	21.5118	22.0496	22.6009	23.1659
724	21.9461	22.4947	23.0571	23.6335	24.2243	24.8300	25.4507
725*	24.1341	24.7374	25.3558	25.9897	26.6395	27.3055	27.9881
727*	---	---	---	---	---	28.8444	29.5656

Range	H	I	J	K	L	M	N	O
710	17.8107	18.2560	18.7124	19.1802	19.6597	20.1512	20.6550	21.1713
711	18.8781	19.3500	19.8338	20.3296	20.8378	21.3588	21.8928	22.4401
712	20.0952	20.5976	21.1125	21.6403	22.1813	22.7359	23.3043	23.8869
714	21.5343	22.0727	22.6245	23.1901	23.7699	24.3641	24.9732	25.5976
722	---	---	---	---	---	---	---	---
723	23.7450	24.3387	24.9471	25.5708	26.2101	26.8653	27.5370	28.2254
724	26.0870	26.7391	27.4076	28.0928	28.7951	29.5150	30.2529	31.0092
725*	28.6878	29.4050	30.1401	30.8936	31.6660	32.4576	33.2691	34.1008
727*	30.3047	31.0623	31.8390	32.6348	33.4507	34.2869	35.1441	36.0227

*Hourly rates in this pay range are for law enforcement positions assigned to work 42.5-hour schedules based on a 7-day work period.

SECTION 8. A schedule of standard pay ranges established for commissioned positions in the **Fire Department** in which employees are treated as non-exempt from the overtime provisions of FLSA.

December 15, 2007 – December 12, 2008

Range	A	B	C	D	E	F	G	
821	15.6512	---	---	---	---	---	---	
824	19.7418	20.2353	20.7412	21.2598	21.7913	22.3360	22.8944	
827* 24 Hr.	15.6348	16.0257	16.4263	16.8370	17.2579	17.6893	18.1316	
827* 40 Hr.	21.8887	22.4359	22.9968	23.5718	24.1611	24.7651	25.3842	
891* 24 Hr	12.7588	13.0778	13.4047	13.7399	14.0834	14.4354	14.7963	
891* 40 Hr	17.8624	18.3089	18.7666	19.2358	19.7167	20.2096	20.7149	
892* 24 Hr	14.1013	14.4538	14.8152	15.1855	15.5652	15.9543	16.3532	
892* 40 Hr.	19.7418	20.2353	20.7412	21.2598	21.7913	22.3360	22.8944	
893* 24 Hr.	15.6348	16.0257	16.4263	16.8370	17.2579	17.6893	18.1316	
893* 40 Hr.	21.8887	22.4359	22.9968	23.5718	24.1611	24.7651	25.3842	
Range	H	I	J	K	L	M	N	O
821	---	---	---	---	---	---	---	---
824	23.4668	24.0535	24.6548	25.2712	25.9030	26.5505	27.2143	27.8947
827* 24 Hr.	18.5849	19.0495	19.5257	20.1039	20.5142	21.0271	21.5527	22.0916
827* 40 Hr.	26.0188	26.6693	27.3360	28.0194	28.7199	29.4379	30.1738	30.9282
891* 24 Hr	15.1662	15.5454	15.9340	16.3324	16.7407	17.1592	17.5882	18.0279
891* 40 Hr	21.2327	21.7636	22.3076	22.8653	23.4370	24.0229	24.6235	25.2391
892* 24 Hr	16.7620	17.1811	17.6106	18.0508	18.5021	18.9647	19.4388	19.9248
892 *40 Hr.	23.4668	24.0535	24.6548	25.2712	25.9030	26.5505	27.2143	27.8947
893* 24 Hr.	18.5849	19.0495	19.5257	20.1039	20.5142	21.0271	21.5527	22.0916
893* 40 Hr.	26.0188	26.6693	27.3360	28.0194	28.7199	29.4379	30.1738	30.9282

December 13, 2008 – December 25, 2009

Range	A	B	C	D	E	F	G	
821	16.2772	---	---	---	---	---	---	
824	20.5315	21.0448	21.5709	22.1102	22.6629	23.2295	23.8102	
827* 24 Hr.	16.2602	16.6667	17.0834	17.5104	17.9482	18.3969	18.8568	
827* 40 Hr.	22.7643	23.3334	23.9167	24.5146	25.1275	25.7557	26.3996	
891* 24 Hr	13.2692	13.6009	13.9409	14.2895	14.6467	15.0129	15.3882	
891* 40 Hr	18.5769	19.0413	19.5173	20.0052	20.5054	21.0180	21.5435	
892* 24 Hr	14.6653	15.0320	15.4078	15.7930	16.1878	16.5925	17.0073	
892* 40 Hr.	20.5315	21.0448	21.5709	22.1102	22.6629	23.2295	23.8102	
893* 24 Hr.	16.2602	16.6667	17.0834	17.5104	17.9482	18.3969	18.8568	
893* 40 Hr.	22.7643	23.3334	23.9167	24.5146	25.1275	25.7557	26.3996	
Range	H	I	J	K	L	M	N	O
821	---	---	---	---	---	---	---	---
824	24.4055	25.0156	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104
827* 24 Hr.	19.3283	19.8115	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752
827* 40 Hr.	27.0596	27.7361	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653
891* 24 Hr	15.7729	16.1672	16.5714	16.9857	17.4103	17.8456	18.2917	18.7490
891* 40 Hr	22.0820	22.6341	23.2000	23.7800	24.3745	24.9838	25.6084	26.2486
892* 24 Hr	17.4325	17.8683	18.3150	18.7729	19.2422	19.7233	20.2163	20.7217
892 *40 Hr.	24.4055	25.0156	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104
893* 24 Hr.	19.3283	19.8115	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752
893* 40 Hr.	27.0596	27.7361	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653

*Hourly rates in this pay range that are designated “24 Hour Shift” are for fire protection positions assigned to work hour shifts with schedules based on a 27 day work period. The rates designated “40 Hour Week” are

provided to accommodate the need to assign an employee in a position classification prescribed to one of these ranges to a duty requiring that work be performed during a 40 hour per week schedule.

SECTION 9. Other Provisions

- a. Unless otherwise indicated in the schedule contained in Sections 1 through 8 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:
- (1) Commissioned officers of the Police Department who are required to wear uniforms while on duty will be issued a complete uniform. All uniform items issued under the uniform program shall remain the property of the City of Wichita.
 - (2) Commissioned Police Department Personnel, as well as Traffic Safety Officers, Warrant Officers, Station Clerks, and Crime Scene Investigators shall be allowed up to a maximum of \$600 in 2008 and \$650 in 2009 in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. Uniformed employees may expend up to \$200 of the allowance for civilian attire each year. This provision applies below the rank of Deputy Police Chief. It does not apply to civilianized positions that are not required to be in uniform.
 - (3) All members of the Reserve Police Force may, at the discretion of the City Manager, be paid up to but not exceeding the sum of \$60.00 per year, in accordance with the clothing maintenance and allowance program promulgated and administered by the City Manager, which program may be revised and amended.
 - (4) Commissioned officers of the Fire Department who are required to wear uniforms while on duty will be paid up to but not exceeding the additional sum of \$550 in 2008 and \$600 in 2009. This provision applies to positions below the rank of Deputy Fire Chief.

Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items that the City Manager may authorize.

- (5) Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.
- (6) Service Officers, Security Screeners and Security Officers in the Police Department shall be allowed up to a maximum of \$400.00 in 2008 and \$450.00 in 2009 in department credit or vouchers for replacement of uniforms in accordance with Departmental Policy. No allowance shall be paid in the year of initial uniform issue or any subsequent year in which all new uniforms are issued.

The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of \$125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed \$150.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

- (7) Commissioned officers of the Police Department who have received a degree from a four-year college or university will receive \$110.00 per month for a bachelor's degree or \$135.00 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved the Department Director and the City Manager. These employees are not eligible for the Tuition Reimbursement program.

- (8) Commissioned members of the Fire Department shall receive education pay of \$50.00 per month for a bachelor's degree or \$75.00 per month for a master's degree from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement program.
- (9) Police Department personnel who are assigned to duty requiring regular and frequent aerial flights shall be entitled to Special Duty Pay, not to exceed \$60.00 per pay period in which at least ten (10) flight hours are logged. Special Duty Pay also applies to Police Department personnel who are certified/trained and assigned to bomb duty, clandestine labs, canine or SWAT duty; they shall be compensated \$60.00 per pay period in addition to their regular pay. An employee may receive only one category of Special Duty Pay.
- (10) IAFF-represented Fire Department personnel who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat or Technical Rescue, will receive an additional \$35.00 per pay period. This provision also applies to Fire Battalion Chiefs who qualify. An employee may receive only one category of Special Duty Pay.
- (11) Police Officers who are assigned to Field Training Officer duty shall be entitled to an additional \$0.80 per hour while actually assigned to the training of newly commissioned officers and newly commissioned reserve police officers. This shall occur only during the training cycle or remedial training cycle established for such new officers (or such training cycle as may be approved by the Chief of Police). Police Sergeants who are designated as a Police Field Training Sergeant shall be entitled to an additional \$0.70 per hour while actually assigned to supervise the training of newly commissioned officers and newly commissioned reserve police officers. This pay shall only occur during the training cycle or remedial training cycle established for such new officers (or such training cycle as may be approved by the Chief of Police).
- (12) FOP-represented employees who opt to take and pass an annual fitness test will receive a \$100 bonus for each year in which they pass the test.
- (13) Shift differential will be paid at a rate of \$.75 per hour for hours actually worked between 6:00 p.m. and 6:00 a.m. for full-time non-exempt employees represented by the Service Employees' International Union or by Employees' Council.

The following work time will be used to differentiate between shifts for employees in the Fire Department represented by the International Association of Fire fighters:

1 st Shift: From	4:00 a.m. to 2:59 p.m.
2 nd Shift: From	3:00 p.m. to 9:59 p.m.
3 rd Shift: From	10:00 p.m. to 3:59 p.m.

The following work time will be used to differentiate between shifts for employees represented by the Fraternal Order of Police:

1 st Shift: From	6:00 a.m.	To: 10:00 a.m.
2 nd Shift: From	10:00 a.m.	To: 5:00 p.m.
3 rd Shift: From	5:00 p.m.	To: 11:00 pm.
4 th Shift: From	11:00 p.m.	To: 6:00 a.m.

Employees represented by the Fraternal Order of Police shall receive \$0.75 per hour shift differential for 2nd, 3rd and 4th shift, in addition to regular wages.

Employees of the Fire Department represented by the International Association of Fire Fighters who work a 40 hour week will receive \$0.15 per hour differential for 2nd shift and \$0.25 per hour for 3rd shift.

- (14) An employee who is put on standby status shall be compensated at the rate of \$1.00 per hour for every hour on standby status.
- (15) Allowance for traveling expenses or for the use of personally owned automobiles or trucks may be

made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager.

Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.

- (16) In recognition of long and faithful service the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed \$2.00 times the total years of service, per month, e.g., \$2.00 X 10 years of service = \$20.00 per month payment. For employees with over eleven years accumulative municipal employment, the payment shall be \$5.00 time the total years of service per month, e.g., \$5.00 X 12 years of service = \$60.00 per month in payment. Refer to the Memorandum of Agreement for longevity pay for Teamsters Union Local #795 (Transit) positions.
- (17) The Appointing Authority may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four (4) weeks, or in accordance with approved Memoranda of Agreement with recognized employees organizations.
- (18) If an employee moves into a new classification due to a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

- b. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.
- c. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.
- d. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.
- e. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.
- f. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.
- g. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.
- h. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.

- i. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.
- j. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 11. A listing of the position classifications and their pay ranges, as reflected in the current salary ordinance, is provided by appendix to this Section.

SECTION 12. Ordinance No. 47-491 is hereby repealed.

SECTION 13. This ordinance shall take effect on December 15, 2007, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this _____ day of _____

Carl Brewer, Mayor

Attest: _____

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

ORDINANCE NO.

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCE NO. 46-289.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. The rates of pay for all positions allocated to the classifications below are prescribed according to the following schedule.

<u>Classification</u>	<u>Pay Range Numbers</u>
Accountant	C41
Air Service & Business Development Administrator	C45/C52
Assistant City Attorney I	C43
Assistant City Attorney II	C44/C51
Assistant City Attorney III	C45/C52
Assistant City Manager	E83
Assistant Department Director	D71 – D72
Assistant Golf Professional	B32
Assistant Pension Manager	C43
Assistant Recreation Supervisor	C41
Assistant Traffic Engineer	C44/C51
Associate Engineer	C42
Associate Planner	C41
Budget Analyst	C42
Budget Officer	D62
Buyer	C41
Chief, Airport Public Safety	D62
Chief Deputy City Attorney	D72
Chief Probation Officer	C44/C51
Chief Prosecutor	D61
City Treasurer	D63
Civil Engineer	C43
Communications Specialist	C41
Controller	D62

Classification**Pay Range Numbers**

Department Director	E81 – E83
Deputy Chief, Airport Public Safety	C45/C52
Deputy City Attorney	D71
Deputy Fire Chief	D71
Deputy Police Chief	D71
Division Manager	D71; D61 – D63
Division Supervisor	C43
Employee Relations Officer	C45/C52
Environmental Remediation Administrator	C45/C52
Environmental Quality Specialist	C43
Environmental Sciences Administrator	C44/C51
Environmental Scientist	C41
Environmental Services Program Supervisor	C44/C51
Environmental Services Specialist	C41
Executive Assistant	C41
Fire Battalion Chief	D61
Fire Division Chief	D63
Fire & Medical Rescue Coordinator	D61
Fiscal Analyst	C41
Food and Beverage Supervisor	C41
General Maintenance Supervisor I	C41 – C43
General Maintenance Supervisor II	C44/C51
Geologist	C44/C51
Golf Professional	C42
Housing Manager	C45/C52
Housing Specialist	C41
Human Resources Specialist	C41
Inspection Administrator	C44/C51
Inspection Supervisor	C43
Librarian	C41

Classification**Pay Range Numbers**

Library Manager	D61
Management Analyst	C41
Municipal Court Clerk	C44/C51
Museum Specialist	B31
Pension Manager	C45/C52
Plans Examiner	C42
Police Captain	D61
Principal Budget Analyst	C44/C51
Principal Planner	C45/C52
Program Coordinator	C44/C51
Program Manager	D62
Program Specialist	C41
Public Safety Administrator	C44/C51
Purchasing Manager	D62
Real Estate Administrator	C44/C51
Real Estate Analyst	C42
Real Estate Administrator	C45/C52
Recreation Manager	C45/C52
Recreation Supervisor	C43
Risk Management Specialist	C43
Risk Manager	C45/C52
Safety Coordinator	C42
Section Engineer	D61
Section Supervisor	C41
Security Supervisor	C42
Senior Accountant	C43
Senior Budget Analyst	C43
Senior Buyer	C43
Senior Communications Specialist	C44/C51
Senior Engineer	C45/C52

Classification**Pay Range Numbers**

Senior Environmental Scientist	C43
Senior Fiscal Analyst	C43
Senior Housing Specialist	C43
Senior Human Resources Specialist	C44/C51
Senior Librarian	C44/C51
Senior Management Analyst	C44/C51
Senior Planner	C43
Senior Plans Examiner	C45/C52
Senior Safety Coordinator	C43
Senior Systems Analyst	C45/C52
Special Projects Coordinator	C44/C51
Special Projects Engineer	C45/C52
Superintendent of Transportation	C44/C51
Support Supervisor	B32
Systems Analyst II	C42
Systems Analyst III	C44/C51
Transit Administrator	C45/C52
Transportation Development Coordinator	C43
Warehouse Supervisor	C41

SECTION 2. Ordinance No. 46-289 is hereby repealed.

SECTION 3. This ordinance shall take effect on December 15, 2007, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this _____ day of _____

Carl Brewer, Mayor

Attest: _____
Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

Section 10B – Exempt & Management

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 46-867

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SALARY RANGES

SECTION 1. The following pay rates are established for the *Exempt & Management Pay Plan*. Salaries are expressed in minimum, midpoint and maximum annual rates.

Pay Range	Minimum	Maximum
B31	\$25,156	\$43,185
B32	\$30,546	\$52,437
C41	\$34,326	\$61,032
C42	\$37,843	\$67,284
C43	\$41,359	\$73,536
C44/C51	\$44,847	\$82,487
C45/C52	\$52,403	\$92,004
D61	\$55,808	\$101,248
D62	\$59,348	\$107,669
D63	\$62,887	\$114,090
D71	\$66,025	\$123,646
D72	\$71,237	\$133,407
E81	\$74,158	\$143,217
E82	\$77,563	\$149,794
E83	\$80,970	\$156,372

SECTION 2. Other Provisions

- a. Unless otherwise indicated in the schedule contained in Section 1 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:
- (1) Police Captains shall be allowed up to a maximum of \$600.00 in 2008 and \$650.00 in 2009 in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. This provision does not apply to Deputy Police Chiefs or the Police Chief, or to civilianized positions that are not required to be in uniform.
 - (2) Fire Battalion Chiefs and Fire Division Chiefs who are required to wear uniforms while on duty shall be allowed up to a maximum of \$550.00 in 2008 and \$600 in 2009. This provision will not apply to Deputy Fire Chiefs or the Fire Chief.

Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items which the City Manager may authorize.

- (3) Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.
- (4) The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of \$125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her

discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed \$150.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

- (5) Police Captains who have received a degree from a four-year college or university will receive \$110.00 per month for a bachelor's degree or \$135 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved by the Department Director and the City Manager. These employees are not eligible for the Tuition Reimbursement Program. This provision does not apply to the Deputy Police Chiefs or the Police Chief.
- (6) Police Captains who are assigned to duty requiring regular and frequent aerial flights shall be entitled to Hazardous Duty pay not to exceed \$60.00 per payday for each month in which at least twenty (20) flight hours are logged, under a special allowance program promulgated and administered by the City Manager, which program may be revised and amended at his/her discretion. Police Department personnel who are certified/trained and assigned to bomb duty, clandestine labs, canine and SWAT duty, shall be compensated in addition to their regular pay, \$60.00 per pay period. This provision does not apply to Deputy Police Chiefs or the Police Chief.
- (7) Fire Battalion Chiefs and Fire Division Chiefs shall receive education pay of \$50.00 per month for a bachelor's degree or \$75.00 per month for a master's degree, from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement Program. This provision does not apply to the Deputy Fire Chiefs or the Fire Chief.
- (8) Fire Battalion Chiefs who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat or Technical Rescue, will receive an additional \$35.00 per pay period. An employee may receive only one category of Special Duty Pay.
- (9) Airport Safety Personnel, and, if not commissioned, the incumbent of the Fire and Medical Rescue Coordinator will receive \$35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician course.
- (10) Allowance for traveling expenses or for the use of personally owned automobiles or trucks may be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager.

Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.

- (11) In recognition of long and faithful service, the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed \$2.00, times the total years of service, per month, e.g., (2.00 X 10 years of service = \$20.00 per month payment.) For employees with over eleven years accumulative municipal employment, the payment shall be \$5.00 times the total years of service per month, e.g. \$5.00 times 12 years of service = \$60.00 per month in payment.
- (12) At the discretion of the City Manager, the maximum of a pay range may be exceeded by not more than 10% for a specified period of time to compensate any Department Director if broader or higher level administrative responsibility is regularly assigned to that position.
- (13) The Appointing Authority may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four weeks.
- (14) If an employee moves into a new classification due to a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the

discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid to the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

- b. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.
- c. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.
- d. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.
- e. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.
- f. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.
- g. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.
- h. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.
- i. The City Manager is authorized to establish pay plans for employees who are exempt from the provisions of the Fair Labor Standards Act. The Appointing Authority shall determine the actual pay for each position within the minimum and maximum pay levels for the position.
- j. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.
- k. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 4. A listing of the position classifications and their pay ranges, as reflected in the current salary ordinance, is provided by appendix to this Section.

SECTION 6. Ordinance No. 46-867 is hereby repealed.

SECTION 7. This ordinance shall take effect on December 15, 2007, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this _____ day of _____.

Carl Brewer, Mayor

Attest: _____

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law and City Attorney

City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council

SUBJECT: Year-end Amendments to Salary and Classification Ordinances

INITIATED BY: Human Resources

AGENDA: New Business

Recommendation: Approve the amended ordinances and place them on first reading.

Background: Salary Ordinances set the rates of pay for City employees. Amendments to the following ordinances are presented: Non-exempt Employee Salary; Non-exempt Employee Classification; Exempt Employee Salary; and Exempt Employee Classification.

These amendments are required to update the pay scales to reflect previously or newly negotiated bargaining unit agreements with the International Association of Firefighters (IAFF), Fraternal Order of Police (FOP), Teamsters Union Local #795 (Transit), and Service Employees' International Union (SEIU). Also required are changes to the Other Provisions section of the Salary Ordinances.

Classification Ordinances establish City employee job classifications and designated pay ranges. Amendments to both Classification Ordinances are needed to reflect various changes and/or corrections.

Analysis:

Non-exempt Employee Salary Ordinance – Amendments are:

- Section 1, pay rates for Transit Teamsters employees:
 - Delete expiring 2007 table.
 - 2008 table reflects the 3% increase negotiated in 2005.
- Sections 2 and 3, pay rates for seasonal/limited classifications
 - Add tables to show pay rates after the increased federal minimum wage goes into effect on July 24, 2008.
- Section 4, pay rates for non-exempt employees, represented by the SEIU or Employees' Council:
 - Delete expiring 2007 table.
 - Add new tables for 2008 and 2009 to reflect 4% negotiated increases in 2-year SEIU agreement on today's Agenda, to be effective December 15, 2007.
- Section 5, pay rates for non-exempt professional employees
 - Delete expiring 2007 table.
 - Add new table for 2008 to reflect the same 4% raise as negotiated for non-exempt SEIU-represented employees.
- Section 6, pay rates for Airport Safety Teamsters employees
 - Revise 2007 table for 2008 with same pay rates because negotiations for new agreement are not concluded. The current agreement expires on December 14, 2007.
- Section 7, pay rates for FOP employees:
 - Delete expiring 2007 table.
 - 2008 and 2009 tables reflect 4% negotiated increases in 3-year agreement approved by Council and effective December 16, 2006. .
- Section 8, pay rates for IAFF employees:
 - Delete expiring 2007 table.

- 2008 and 2009 tables reflect 4% negotiated increases in 3-year agreement approved by Council and effective December 16, 2006.
- Section 9 – Other Provisions
 - Revise for changes negotiated in the new SEIU agreement.
 - ❖ Increase safety boot reimbursement from \$100 to \$150 (Section 9.a.{6}).
 - ❖ Increase shift differential payment from \$.55 to \$.75 per eligible hour (9.a.{13}).
 - ❖ Increase stand-by status pay from \$0.75 to \$1.00 per hour (9.a.{14}).
 - Other related Section 9 revisions:
 - ❖ Police uniform allowance - delete reference to 2007 (9.a.{2}).
 - ❖ Fire uniform allowance – delete reference to 2007 (9.a.{4}).
 - ❖ Noncommissioned Police personnel uniform allowance – add Security Officers and Security Screeners, and increase allowance from \$375.00 to \$400.00 for 2008 and to \$450 for 2009 to maintain the same difference (\$200 per year) between these and commissioned positions, which received an increase in the FOP agreement. (9.a.{6}).

Exempt Employee Salary Ordinance:

- The maximums of the pay ranges are raised by 3%. There is no change to the minimums.
- A General Pay Adjustment (GPA) of 3% is recommended (not part of the ordinance)
- Revisions to match some FOP, IAFF and SEIU provisions for exempt employees:
 - Match uniform allowance for Police Captains to employees represented by the FOP - \$600 in 2008 and \$650 in 2009 (Section 2.a.{1}).
 - Match uniform allowance for Fire Battalion Chiefs and Fire Division Chiefs (new positions in 2008) to employees represented by the IAFF - \$550 in 2008 and \$600 in 2009 (2.a.{2}).
 - Increase the safety boot reimbursement from \$100 to \$150.
 - Match Education Pay for Police Captains to FOP employees - \$110/mo. for a bachelor's and \$135/mo. for a masters (2.a.{5}). Also correct to read that these employees are not eligible for the Tuition Reimbursement Program.
 - Match Special Duty Pay for Police Captains to FOP employees - \$60/pay period.
 - Match Education Pay for Fire Battalion Chiefs and Fire Division Chiefs to IAFF employees - \$50/mo. for a bachelors and \$75/mo. for a masters (2.a.{7}).
 - Match Special Duty Pay for Fire Battalion Chiefs and Fire Division Chiefs to IAFF employees - \$35/pay period.

Non-exempt Employee Classification Ordinance – The following revisions or corrections are needed:

- Delete Airport Clerk classification – no longer used.
- Delete Airport Gardening Supervisor classification – no longer used.
- Delete “City Hall” from City Hall Security Officer classification.
- Delete City Hall Security Screener, range 615, because of upgrade to range 617, Security Screener.
- Delete Interpreter Aide classification – no longer used.
- Add Legal Assistant classification at range 623 – title change from Administrative Aide II in the same range.

Exempt Employee Classification Ordinance – The following revisions or corrections are needed:

- Establish classification for Air Service and Business Development Administrator (Airport) at range C45/C52, formerly classified under Principal Planner in the same range. This is a more descriptive classification.
- Establish classification for Environmental Remediation Administrator (Environmental Services) at range C45/C52, formerly classified under Principal Planner in the same range. This is a more descriptive classification.
- Establish classification for new Fire Division Chief positions, approved in the 2008 budget at range D63.
- Establish classification for Fire & Medical Rescue Coordinator at range D61, formerly classified under Fire Battalion Chief in the same range. This non-commissioned position should be classified separately from a commissioned position.

- Establish classification for Museum Specialist (CityArts) at range B31 for a Cowtown position.
- Upgrade Real Estate Administrator from range C44/C51 to range C45/C52 because of an approved reclassification.

Financial Considerations: The estimated costs of the amendments to the Salary Ordinances have been approved by the City Council and are included in the 2008 and 2009 budgets. Cost of changes to the Classification Ordinances are already absorbed in department budgets, or are no-cost items.

Goal Impact: As a human resources and financial issue, goal impact falls under Internal Perspective.

Legal Considerations: The Department of Law has reviewed the ordinance and approved as to form.

Recommendations/Actions: It is recommended that the City Council adopt the ordinances and place them on first reading.

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council

SUBJECT: HUD Consolidated Plan/Annual Plan Process

INITIATED BY: Housing and Community Services

AGENDA: New Business

Recommendation: Approve the 2008/2009 Consolidated Plan/Annual Action Plan process and funding categories.

Background: The U.S. Department of Housing and Urban Development (HUD) provides annual funding for programs that serve or benefit low to moderate-income persons. This funding is part of the HUD Consolidated Plan process that requires the City of Wichita to submit annual amendments to the 5-Year Consolidated Plan, outlining specific activities to be funded through the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Shelter Grant (ESG) programs.

Each year City staff develops funding estimates and makes recommendations for funding categories to the City Council. Upon approval by the City Council, applications and Requests for Proposals are issued to agencies that can provide the designated services. This information is also made available to the general public.

Analysis: HUD staff has provided unofficial estimates of reduced funding for the 2008/2009 CDBG program. Therefore, City staff has recommended funding categories at reduced levels for CDBG programs for the 2008/2009 program year based on the 5-Year Consolidated Plan priorities. HUD staff has not provided estimates for HOME and ESG allocations. Staff has therefore made recommendations based on current year funding levels. Staff will adjust funding categories and amounts once HUD announces final allocations. All staff modifications will be presented to the City Council for final approval after proposals and applications have been received and reviewed.

Financial Considerations: Staff prepared recommendations based on the following HUD funding estimates for 2008/2009: CDBG - \$2,892,413; HOME - \$1,749,901; and ESG - \$126,435. HOME funds require a match, and in the past, match funds of 25% have been achieved through creative partnerships with community agencies and have not required General Fund support. ESG funds require a 100% match which historically has been exceeded by the participating agencies indirect volunteer and direct funding contributions.

Goal Impact: The HUD Consolidated Plan Process supports the Dynamic Core Area and Vibrant Neighborhoods, Economic Vitality and Affordable Living and Quality of Life goals.

Legal Considerations: All proposed Council actions and program activities are consistent with HUD regulations and requirements.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve funding categories and reserve amounts for the 2008/2009 Consolidated Plan, based on funding estimates available at this time.

Attachments: 2008/2009 Consolidated Plan Estimates.

2008-2009 CONSOLIDATED PLAN ALLOCATIONS

ATTACHMENT 1

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Revised 11/15/07

CDBG - CAPITAL

	COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY COUNCIL
	Capital Improvement Projects	\$400,000		

Total - Capital Projects \$400,000 \$0 \$0

CDBG - HOUSING

	COMMUNITY DEVELOPMENT BLOCK GRANT Housing Projects	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY COUNCIL
	Environmental Services Neighborhood Code Enforcement Officers	\$171,869		
	Office of Central Inspection Demolition and Clearance of Dangerous and Unsafe Buildings		\$171,000	
	Housing and Community Services - NIS Administration	\$446,912	\$457,894	
	- Home Repair	\$550,000	\$474,191	
	- Community Based Home Repair	\$75,000		
	- Neighborhood Clean-Up	\$50,000	\$50,000	
	- Secondary Structure Demolition Program	\$5,000	\$5,000	
	- StopBlight Property Enhancement	\$85,610		

Total - Housing Projects \$1,384,391 \$1,158,085 \$0

CDBG - ECONOMIC DEVELOPMENT

	COMMUNITY DEVELOPMENT BLOCK GRANT Economic Development	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY COUNCIL
	- 13th/Grove Grocery Store Loan Guaranty	\$350,000		

Total - Economic Development \$350,000 \$0 \$0

CDBG - NEW COMMUNITIES INITIATIVE

	COMMUNITY DEVELOPMENT BLOCK GRANT Housing and Community Services	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY COUNCIL
	- New Communities Initiative		\$350,000	

Total - Economic Development \$0 \$350,000 \$0

2008-2009 CONSOLIDATED PLAN ALLOCATIONS

CDBG - NEIGHBORHOOD STABILIZATION/PROGRAM INCOME

	COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization/Program Income	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY COUNCIL
	CDBG Program Income	\$0	\$0	\$0

Total - Neighborhood Stabilization \$0 \$0 \$0

CDBG - PUBLIC SERVICES

	COMMUNITY DEVELOPMENT BLOCK GRANT Public Services	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY COUNCIL
	City Manager's Office -Neighborhood Assistance Program (DAB)	\$316,438	\$325,108	
RFP	Women's Services		\$269,033	
	- Catholic Charities, Inc. - Harbor House	\$112,033		
	- YWCA of Wichita - Women's Crisis Center/Safehouse	\$157,000		
RFP	Youth Recreation and Enrichment		\$100,000	
	-YMCA (Youth Recreation Alliance)	\$100,000		
RFP	Summer Youth Employment		\$163,186	
	- Family Services Institute (FSI)	\$81,593		
	- Wichita Indochinese Center (WIC)	\$81,593		
<i>Total - Public Services</i>		<u>\$848,657</u>	<u>\$857,327</u>	<u>\$0</u>

CDBG - PLANNING AND ADMINISTRATION

	COMMUNITY DEVELOPMENT BLOCK GRANT Planning and Administration	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY COUNCIL
	Housing and Community Services			
	- CDBG Indirect Costs	\$60,543	\$66,390	
	- CDBG Program Management	\$328,281	\$334,239	
	- Urban League - Fair Housing Initiatives	\$10,000	\$10,000	
	Planning Department			
	- Historic Preservation Planning	\$89,783	\$92,117	
	- Mandated Consolidated Plan Activities	\$23,785	\$24,255	
<i>Total - Planning and Admin.</i>		<u>\$512,392</u>	<u>\$527,001</u>	<u>\$0</u>
GRAND TOTAL - CDBG		<u>\$3,495,440</u>	<u>\$2,892,413</u>	<u>\$0</u>

2008-2009 CONSOLIDATED PLAN ALLOCATIONS

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Revised 11/15/07

HOME PROJECTS

	HOME Projects	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY COUNCIL
	Housing and Community Services			
	-HOME Investment Partnership Administration	\$171,126	\$171,126	
	-HOME Operating Funds for CHDO's	\$75,000	\$75,000	
	-HOMEownership 80 Program*	\$735,141	\$540,110	
	-2007 ADDI Downpayment/Closing Costs Grants**	\$38,634		
	-2008 ADDI Downpayment/Closing Costs Grants**		\$38,634	
	-Boarded-up House Program	\$200,000	\$200,000	
	-Housing Development Loan Program	\$225,000	\$205,031	
	-Deferred Loan Program	\$30,000	\$245,000	
	Total HOME Projects	<u>\$1,474,901</u>	<u>\$1,474,901</u>	<u>\$0</u>

	HOME CHDO Set Aside Projects	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY COUNCIL
	CHDO Set Aside		\$275,000	
	Community Housing Services			
	- Single Family Home Development	\$0		
	Mennonite Housing Rehab. Services (MHRS)			
	- Single Family Home Development	\$150,000		
	Power CDC			
	- Single Family Home Development	\$88,500		
	Wichita Indochinese Center			
	- Single Family Home Development	\$36,500		
	Total CHDO Set Aside Projects	<u>\$275,000</u>	<u>\$275,000</u>	<u>\$0</u>

GRAND TOTAL - HOME& CHDO Set Aside Projects **\$1,749,901** **\$1,749,901** **\$0**

* \$15,000 will be utilized for homeownership training

** NOTE: ADDI funds can only be used for down payment assistance for first time home buyers

2008-2009 CONSOLIDATED PLAN ALLOCATIONS

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Revised 11/15/07

ESG PROJECTS

	EMERGENCY SHELTER GRANT	2007/2008 ALLOCATIONS	2008/2009 SUGGESTED ALLOCATIONS	CITY COUNCIL
	Essential Services - Maximum Allocation		\$37,931	
	- Catholic Charities - Anthony Family Shelter	\$4,683		
	- Inter-Faith Ministries - Inter-Faith Inn	\$4,280		
	- Inter-Faith Ministries - Safe Haven	\$0		
	- Salvation Army - Emergency Lodge	\$6,344		
	- United Methodist Urban Ministry - Open Door	\$0		
	Maintenance and Operations - Maximum Allocation		\$44,251	
	- Catholic Charities - Anthony Family Shelter	\$19,590		
	- Catholic Charities - Harbor House	\$6,724		
	- Inter-Faith Ministries - Inter-Faith Inn	\$19,646		
	- Inter-Faith Ministries - Safe Haven	\$8,801		
	- Salvation Army - Emergency Lodge	\$15,790		
	- United Methodist Urban Ministry - Open Door	\$20,879		
	- YWCA - Women's Crisis Center	\$3,633		
	Homeless Prevention - Maximum Allocation		\$37,931	
	- Catholic Charities - Anthony Family Shelter	\$0		
	- Center of Hope - Rent Assistance	\$9,744		
	Rehabilitation		\$0	
	Administration		\$6,322	
	- Housing & Community Services Department - ESG Administration	\$6,321		
	GRAND TOTAL - ESG	\$126,435	\$126,435	\$0

City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council

SUBJECT: Grants Review Committee Appointments

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve appointments for the 2008 Grants Review Committee.

Background: On March 28, 2000, the City Council approved the change in composition of the Grants Review Committee due to the abolishment of the Human Services Advisory Board and the Citizen Participation Organization. The Grants Review Committee is comprised of twelve (12) members from the following areas: 4-District Advisory Board; 1-United Way; 1-Sedgwick County; 1-USD #259; 2-Wichita Independent Neighborhood Association; 1-Wichita State University; 1-large business and 1-small business. Nominations for the 2006 Grants Review Committee have been received from each agency in accordance with the Consolidated Plan.

Analysis: The Grants Review Committee will review the proposals received for Women's Services, Summer Youth Employment, Youth Recreation & Enrichment as well as the funding applications received for HOME CHDO projects and Emergency Shelter Grant programs. The Grants Review Committee will hold at least one public hearing to allow for oral presentations and will make funding recommendations to the City Manager for presentation to the City Council.

Nominations for the 2008 Grants Review Committee have been received from each agency in accordance with the Consolidated Plan. A list of the nominees received for the 2008 Grants Review Committee is attached.

Financial Considerations: The Grants Review Committee serves without remuneration.

Goal Impact: Decisions made by the Grants Review Committee will impact Economic Vitality and Affordable Living, Quality of Life and Core Area and Neighborhood goals.

Legal Considerations: The City has completed the required actions and the Council may make the appointments to the Grants Review Committee.

Recommendation/Action: It is recommended that the City Council approve the appointments to the 2008 Grants Review Committee. It is further recommended that the City Council authorize the City Manager to appoint a replacement(s), in the event that an appointee is unable to serve.

Attachments: List of Grants Review Committee nominations.

**2008 GRANTS REVIEW COMMITTEE
NOMINEE LIST**

Small Business (1)

Ken Bender
Pro Max America LLC

Large Business (1)

Joyce Dixson
Intrust Bank

District Advisory Boards (4)

I James Thompson
III Judy Dillard
IV Gerald Marsh
VI Marsha Nelson Carr

Sedgwick County (1)

Irene Hart

United Way (1)

Patrick Hanrahan

USD #259 (1)

Terry Behrendent

Wichita State University (1)

Eric Sexton

Wichita Independent Neighborhoods (2)

Bob Wine, President
Larry White, WIN Board

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council

SUBJECT: Consolidated Plan Amendment: Demolition and Clearance of Dangerous and Unsafe Buildings (Districts I, III, IV, VI)

INITIATED BY: Housing and Community Services

AGENDA: New Business

Recommendation: Close the public comment period and approve the substantial amendment to the City of Wichita's 2004/2008 Consolidated Plan, deleting the Environmental Health Inspectors activity and adding a new activity: Demolition and Clearance of Dangerous and Unsafe Buildings. In addition, it is recommended that the corresponding adjustment be approved for the OCI budget.

Background: During the 1999/2000 CDBG program year, the City Council approved funding that provided for personal services to establish the positions for Environmental Health Inspectors under the Sedgwick County/Wichita Department of Health. The inspectors investigated health code violations that occurred within the Neighborhood Revitalization Areas. Beginning January, 2008, the Environmental Health Inspectors will be under the supervision of the City of Wichita's Office of Central Inspection.

Analysis: The Office of Central Inspection is responsible for identifying dangerous and unsafe buildings and the condemnation process that results in the removal of unsafe structures. Demolition and clearance of unsafe buildings located within the Neighborhood Revitalization Areas is an eligible CDBG funded activity. Eliminating CDBG funding and transferring OCI condemnation funds from demolition and clearance contractual service, to fund the personal services for additional inspectors would create efficiencies for OCI inspector area assignments, case tracking and paperwork. Expected outcomes are to provide better service to citizens and neighborhoods and to increase the elimination of slum and blighted structures within the Neighborhood Revitalization Areas.

Financial Considerations: As of July 1, 2007, a budget in the amount of \$171,869 was established for the Environmental Health Inspectors for the 2008 calendar year, beginning January 1, 2008. Transferring CDBG funds in the amount \$171,869 from personal services for the inspectors to contractual services for demolition and clearance will not have any budget impact on the CDBG program. Transferring this same amount from the OCI condemnation budget for contractual services to the OCI personal services budget will not have any impact on the overall OCI Special Revenue Fund budget.

Goal Impact: Support a Dynamic Core Area and Vibrant Neighborhoods

Legal Considerations: Deleting and adding a new CDBG Activity requires a substantial amendment to the City of Wichita's 2004/2008 Consolidated Plan and the budget transfer of funds exceeds \$10,000, requiring City Council approval. All proposed Council actions and program activities are consistent with HUD regulations and requirements within the City of Wichita's 2004/2008 Consolidated Plan, including publishing a required public notice that allowed citizens to comment from October 20, 2007 through November 21, 2007.

Recommendations/Actions: It is recommended that the City Council close the public comment period and approve the substantial amendment to the City of Wichita's 2004/2008 Consolidated Plan, deleting the Environmental Health Inspectors activity and adding a new activity: Demolition and Clearance of Dangerous and Unsafe Buildings. In addition, it is recommended that the corresponding adjustment be approved for the OCI budget.

Attachments: None

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer to serve part of Fairlawn Acres Addition (south of Kellogg, west of Woodchuck) (District V)

INITIATED BY: Department of Public Works

AGENDA: New Business

.....

Recommendation: Approve the Petition.

Background: The signatures on the Petition represent 1 of 2 (50%) resident owners and 81% of the improvement district area. District V Advisory Board sponsored a November 5, 2007, neighborhood hearing on the project. The Board voted 7-0 to recommend approval of the project.

Analysis: The project will construct a sanitary sewer for a partially developed commercial area that is currently served by private septic tank systems.

Financial Considerations: The estimated project cost is \$55,000 with the total assessed to the improvement district. In addition, a sewer main benefit fee of \$6,700 will be assessed to the improvement district. The method of assessment is the square foot basis. The estimated assessment to individual properties is \$00.41 per square foot of ownership plus \$00.05 per square foot for the main benefit fee.

Goal Impact: This project addresses the Efficient Infrastructure goal by extending sanitary sewer service to an existing commercial area.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Assessment Roll, Petition and Resolution.

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 526, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF KELLOGG, WEST OF WOODCHUCK) 468-84420** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 526, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF KELLOGG, WEST OF WOODCHUCK) 468-84420** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 526, Southwest Interceptor Sewer (south Kellogg, west of Woodchuck) 468-84420**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Fifty-Five Thousand Dollars (\$55,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **September 1, 2007** exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Six Thousand Seven Hundred Dollars (\$6,700).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FAIRLAWN ACRES ADDITION

Part of Lots 2 through 3 Beginning on South Line of US 54 & East Line of Lot 2 Thence South 300 Feet West 100 Feet North to Highway East 100 Feet to Beginning Except for Part Deeded to the City

Beginning 100 Feet West Intersection of South Line of Highway 54 & East Line of Lot 2 South 200 Feet West 100 Feet North 200 feet East to Beginning. Part of Lots 2 through 3

That Part of Lots 2 through 3 Beginning 200 Feet West Northeast Corner of Lot 2 South 200 Feet West 70 Feet Southwesterly 30 Feet North 200 Feet to South Line of Highway 54 Northeasterly 30 Feet East 70 Feet to Beginning

West 100 Feet East 300 Feet Lots 3 through 4 Except for Beginning 200 Feet West of the Northeast Corner of Lot 3 South 50 Feet West 70 Feet Southwesterly 30 Feet to a Point 200 Feet South of the South Line of Highway 54 Thence North to North Line of Lot 3 East 100 Feet to Beginning

Beginning 50 feet South & 100 Feet West of the Northeast Corner of Lot 3 South 250 Feet West 100 Feet North 250 Feet East to Beginning. Part of Lots 3 through 4

East 100 Feet of Lot 4

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners

of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____day of _____, 2007.

CARL BREWER, MAYOR

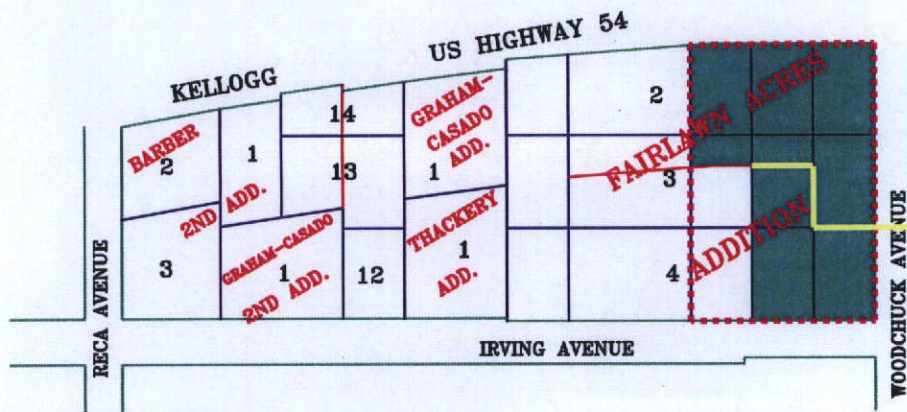
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)



PROPOSED SANITARY SEWER TO SERVE PART
OF LOTS 2, 3 & 4 FAIRLAWN ACRES ADD.



RESIDENT OWNERS SIGNED (50%)

AREA SIGNED (81%)

IMPROVEMENT DISTRICT BOUNDARY

PROPOSED SANITARY SEWER



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project
To Revise Project

X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.



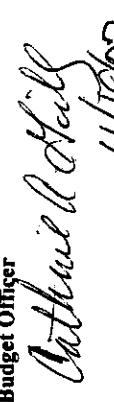
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/14/2007	4. Project Description & Location Sanitary Sewer in Fairlawn Acres Addition
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER * TOTAL
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer		\$61,700	\$61,700
Sidewalk			
Water			
Other			
Totals		\$61,700	\$61,700
Total CIP Amount Budgeted			
Total Prelim. Estimate			

Platting Required	Yes	No
Lot Split	X	
Petition	X	
Ordered by WCC		

Remarks:

81% Petition
* Sanitary Sewer Utility
Lateral 526, SWI
468-84420

13. Recommendation: Approve the petition and adopt the Resolution

Division Head 	Department Head 	Budget Officer 	City Manager
Date	Date	Date	Date

Estimated assessments for Sanitary Sewer to serve								
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	Main Assessment	11/12/07 Annual Payment**	Resident Owners
FAIRLAWN ACRES ADD								
D 24411	HING, WENG CHOON 8027 W KELLOGG WICHITA KS 67209		PT LOTS 2-3 BEG ON S LI US 54 & E LI LOT 2 TH S 300 FT W 100 FT N TO HWY E 100 FT TO BEG EXC PT DEEDED TO CITY	29079.59	\$12,005	\$1,454	\$1,297	1
D 24412	HING, WENG CHOON 8027 W KELLOGG WICHITA KS 67209		BEG 100 FT W INTSEC S LI HWY 54 & E LI LOT 2 S 200 FT W 100 FT N 200 FT E TO BEG PT LOTS 2-3	19103.14	\$7,887	\$955	\$852	repeat
D 24413	HING, WENG CHOON	8027 W KELLOGG	THAT PART LOTS 2-3 BEG 200 FT W NE COR LOT 2 S 200 FT W 70 FT SWLY 30 FT N 200 FT TO S LI HWY 54 NELY 30 FT E 70 FT TO BEG	19281.38	\$7,960	\$964	\$860	repeat
D 24418	RAUSCH, AGNES R & LEO A REV TR	8026 W IRVING	W 100 FT E 300 FT LOTS 3-4 EXC BEG 200 FT W NE COR LOT 3 S 50 FT W 70 FT SWLY 30 FT TO PT 200 FT S OF S LI HWY 54 TH N TO N LI LOT 3 E 100 FT TO BEG	25193.44	\$10,401	\$1,260	\$1,123	1
D 24419	HING, WENG CHOON 8027 W KELLOGG WICHITA KS 67209	8016 W IRVING	BEG 50 FT S & 100 FT W NE COR LOT 3 S 250 FT W 100 FT N 250 FT E TO BEG PT LOTS 3-4	25253.42	\$10,426	\$1,263	\$1,126	repeat
D 24421	HING, WENG CHOON 8027 W KELLOGG WICHITA KS 67209		E 100 FT LOT 4	15313.48	\$6,322	\$766	\$683	repeat
Total:				133,224	\$55,000	\$6,661		2
Abbreviations:								
etal. = and others								
etux. = and wife								
etvir. = and husband								
nr = non resident								
					Area Signed		81.09%	
					Resident Owners Signed		50.00%	
* Estimated assessment for sanitary sewer construction based on \$0.41 per square foot excluding inflation, and/or temporary financing.								
This cost does not include the Sewer Plant Equity Fee, approximately \$1350 for a residential property, or for installation of the private sewer line.								
** Estimated Annual escrow payment based on 5% bond sale rate, and spread over 15 years (last bond sale 4.39%)								

RECEIVED

SEP 10 2007

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

468-84420

Fairlawn Acres Addition

Part of Lots 2-3 Beginning on South Line of US 54 & East Line of Lot 2 Thence South 300 Feet West 100 Feet North to Highway East 100 Feet to Beginning Except for Part Deeded to the City

Beginning 100 Feet West Intersection of South Line of Highway 54 & East Line of Lot 2 South 200 Feet West 100 Feet North 200 Feet East to Beginning. Part of Lots 2-3

That Part of Lots 2-3 Beginning 200 Feet West Northeast Corner of Lot 2 South 200 Feet West 70 Feet Southwesterly 30 Feet North 200 Feet to South Line of Highway 54 Northeasterly 30 Feet East 70 Feet to Beginning

West 100 Feet East 300 Feet Lots 3-4 Except for Beginning 200 Feet West of the Northeast Corner of Lot 3 South 50 Feet West 70 Feet Southwesterly 30 Feet to a Point 200 Feet South of the South Line of Highway 54 Thence North to North Line of Lot 3 East 100 Feet to Beginning

Beginning 50 Feet South & 100 Feet West of the Northeast Corner of Lot 3 South 250 Feet West 100 Feet North 250 Feet East to Beginning. Part of Lots 3-4

Lateral 526,
SWI

East 100 Feet of Lot 4

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, said lateral sanitary sewer to connect to an existing sanitary sewer main.

(b) That the estimated and probable cost of the lateral sanitary sewer is Fifty Five Thousand Dollars (\$55,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of one percent per month from and after September 1, 2007.

(South of
Kellogg
West of
Voadchuck)

- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of **Six Thousand Seven Hundred Dollars (\$6,700)**.

- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee, shall be on a **Square Foot** basis:

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis:


2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that

the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Fairlawn Acres Addition		
PT LOTS 2-3 BEG ON S LI US 54 & E LI LOT 2 TH S 300 FT W 100 FT N TO HWY E 100 FT TO BEG EXC PT DEEDED TO CITY & BEG 100 FT W INTSEC S LI HWY 54 & E LI LOT 2 S 200 FT W 100 FT N 200 FT E TO BEG PT LOTS 2-3 & THAT PART LOTS 2-3 BEG 200 FT W NE COR LOT 2 S 200 FT W 70 FT SWLY 30 FT N 200 FT TO S LI HWY 54 NELY 30 FT E 70 FT TO BEG & BEG 50 FT S & 100 FT W NE COR LOT 3 S 250 FT W 100 FT N 250 FT E TO BEG PT LOTS 3-4 & E 100 FT LOT 4	HING, WENG CHOON 	
W 100 FT E 300 FT LOTS 3-4 EXC BEG 200 FT W NE COR LOT 3 S 50 FT W 70 FT SWLY 30 FT TO PT 200 FT S OF S LI HWY 54 TH N TO N LI LOT 3 E 100 FT TO BEG	RAUSCH, AGNES R & LEO A REVOCABLE TRUST	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Shawn Mellie
Name

455 N Main
Address

4632
Telephone Number

Sworn to and subscribed before me this 10 day of September 2007.



Jan Edwards
Deputy City Clerk

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer to serve Lots 5-8, Broadbeck Addition (north of 31st St. North, west of Arkansas) (District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

.....

Recommendation: Approve the Petition.

Background: The signatures on the Petition represent 5 of 6 (83%) resident owners and 75% of the improvement district area. Public Works-Engineering staff met with affected property owners on November 1, 2007. It was the consensus of property owners who were present to support the project.

Analysis: The project will construct a sanitary sewer for a developed residential area that is currently served by private septic tank systems.

Financial Considerations: The estimated project cost is \$45,000 with the total assessed to the improvement district. The method of assessment is the square foot basis. The estimated assessment to individual properties is \$00.58 per square foot of ownership.

Goal Impact: This project addresses the Efficient Infrastructure and Vibrant Neighborhoods goals by extending sanitary sewer service to an existing residential area.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Assessment Roll, Petition and Resolution.

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 151, MAIN 4, SANITARY SEWER NO. 23. (SOUTH OF 32ND ST. NORTH, WEST OF ARKANSAS) 468-84451** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 151, MAIN 4, SANITARY SEWER NO. 23. (SOUTH OF 32ND ST. NORTH, WEST OF ARKANSAS) 468-84451** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 151, Main 4, Sanitary Sewer No. 23. (south of 32nd St. North, west of Arkansas) 468-84451** said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of the lateral sanitary sewer improvements provided for hereof is estimated to be **Forty-Five Thousand Dollars (\$45,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **July 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BRODBECK ADDITION

Lots 5 through 8 Inclusive

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **square foot** basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

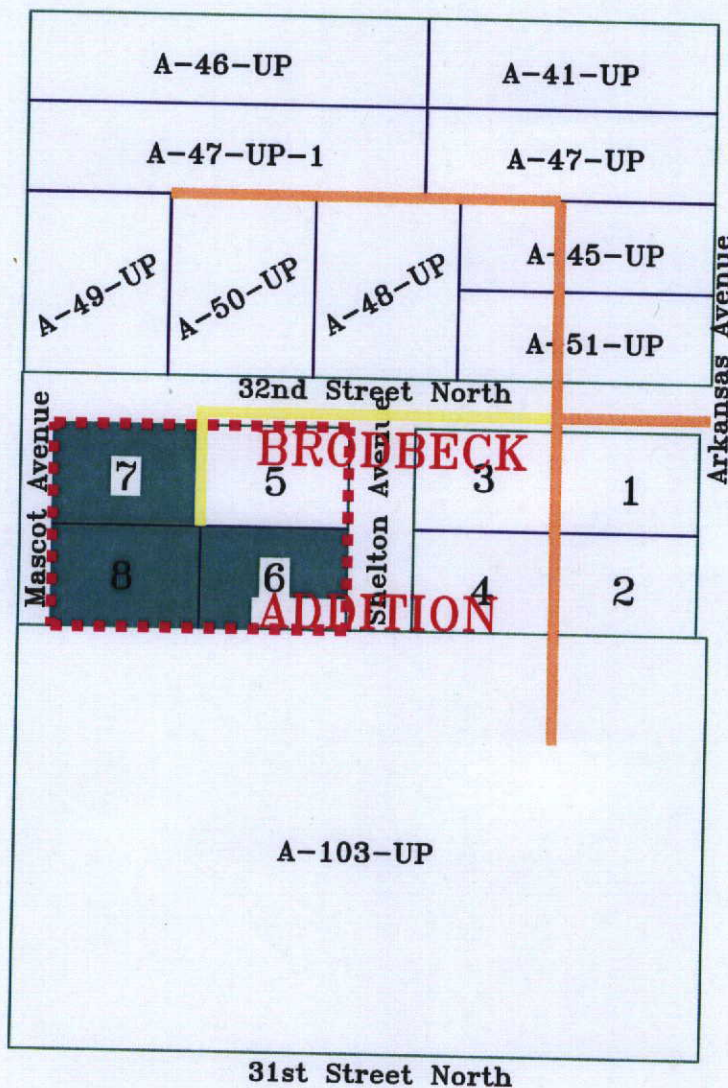
CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

PROPOSED SANITARY SEWER TO SERVE LOTS 5-8, BRODBECK ADD.



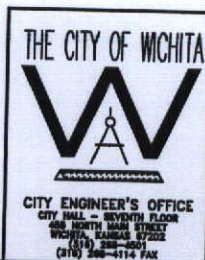
RESIDENT OWNERS SIGNED (83%)



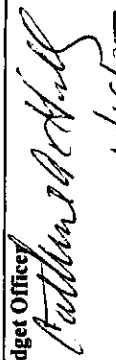
AREA SIGNED (75%)

PROPOSED SANITARY SEWER

EXISTING SANITARY SEWER

IMPROVEMENT DISTRICT BOUNDARY



CAPITAL IMPROVEMENT				
PROJECT AUTHORIZATION				
CITY OF WICHITA				
USE: To Initiate Project <input checked="" type="checkbox"/> X To Revise Project <input type="checkbox"/>		1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.		
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/14/2007	4. Project Description & Location Sanitary Sewer in Brodbeck Addition	
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer		\$45,000		\$45,000
Sidewalk				
Water				
Other				
Totals		\$45,000		\$45,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the petition and adopt the Resolution				
Division Head 		Department Head 	Budget Officer 	City Manager
Date		Date		Date
				11/19/07

Estimated assessments for Sanitary Sewer to serve										
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Estimated Assessment*	11/12/07 Annual Payment**	Resident Owners	Area Signed	Res. Own. Signed	cost area rate
										45,000 77141.4 0.583344
BRODBECK ADD.										
A 14164	DELAROSA, JULIA 5650 N ARMSTRONG ST WICHITA KS 67204	811 W 32ND ST N	LOT 5	19265.51	\$11,238	\$902	1			
A 14165	HAYWORTH, GEORGE C ETUX	831 W 32ND ST N	LOT 7	19261.78	\$11,236	\$902	2	19261.78	2	
A 14168	KELLY, SHIRLEY ETAL	3237 N SHELTON	LOT 6	19339.61	\$11,282	\$905	1	19339.61	1	
A 14169	MC KAY, CLIFFORD W & HELENE IRENE	3234 N MASCOT	LOT 8	19274.49	\$11,244	\$902	2	19274.49	2	
Total:				77,141	\$45,000		6	57,876	5	
Abbreviations:										
etal. = and others										
etux. = and wife										
etvir. = and husband										
nr = non resident										
				Area Signed			75.03%			
				Resident Owners Signed			83.33%			
* Estimated assessment for sanitary sewer construction based on \$0.58 per square foot excluding inflation, and/or temporary financing.										
This cost does not include the Sewer Plant Equity Fee, approximately \$760 for a residential property, or for installation of the private sewer line.										
** Estimated Annual escrow payment based on 5% bond sale rate, and spread over 20 years (last bond sale, 4.69%)										

RECEIVED

SEP 06 2007

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Brodbeck Addition

Lots 5-8 Inclusive

468 - 84451

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

Lateral 151,

- (b) That the estimated and probable cost of the foregoing improvements being **Forty Five Thousand Dollars (\$45,000)**, exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after July 1, 2007.

Main 4,

SS #23

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

South of

32nd St.

North,

West of

Arkansas)

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Square Foot** basis:

Where the ownership of a single lot is or may be divided into two or more

parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Brodbeck Addition		
LOT 5	DELAROSA, JULIA	
LOT 7	HAYWORTH, GEORGE C ETUX <i>Marjorie Hayworth</i>	8-25-07
	<i>George C Hayworth</i>	6-25-07
LOT 6	KELLY, SHIRLEY ETAL CLARENCE M. KELLY, DECEASED	1-15-01
	<i>Shirley J. (Kelly) Pierce</i>	7-8-07

LOT 8	MC KAY, CLIFFORD W & HELENE IRENE <i>Clifford W. McKay</i> <i>Helene Irene McKay</i> 06/25/07 06/25/07
-------	--------------------------------------------------------------------------------------------------------------

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Shawn Melles
Name

455 N Main
Address

268-4632
Telephone Number

Sworn to and subscribed before me this 6 day of September 2007.

Chris Edwards
Deputy City Clerk



**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: Kellogg Drainage Structure near Zelta (District II)

INITIATED BY: Department of Public Works

AGENDA: New Business

.....

Recommendation: Approve the Project.

Background: The 2007-2016 Capital Improvement Program includes funding for East Kellogg improvements. On June 10, 1997, the City entered into an Agreement with Cook, Flatt & Strobel, Engineers (CF&S) to begin preliminary design for East Kellogg, from Edgemoor to 127th Street East. On July 10, 2007, the City Council approved a supplemental agreement with CF&S to design a drainage structure under Kellogg near Zelta.

Analysis: Private drainage projects on the north side of Kellogg near Zelta do not cross Kellogg. As a result, a significant drainage structure under Kellogg near Zelta is needed.

Financial Considerations: The estimated construction cost is \$2,490,000 with \$1,990,000 paid by Federal funds administered by the Kansas Department of Transportation and \$500,000 by the local sales tax.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing a safe and efficient transportation system. It addresses the Economic and Affordable Living goal by providing a public improvement which reduces the cost of transportation. It also improves the air quality of the region whereby the goal of a Safe and Secure Community is met by improving environmental health.

Legal Considerations: The authorizing Ordinance has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the project, place the Ordinance on first reading, authorize the signing of State/Federal agreements as required.

Attachment: CIP Sheet, Ordinance

First Published in the Wichita Eagle

ORDINANCE NO. _____

AN ORDINANCE DECLARING **KELLOGG, BETWEEN ELLSON AND ZELTA (472-84632)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **Kellogg, between Ellson and Zelta (472-84632)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Kellogg, between Ellson and Zelta (472-84632)** as a main trafficway in the following particulars:

The design, acquisition of right-of-way, installation of a drainage structure and relocation of utilities as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvements is estimated to be **Two Million Four Hundred Ninety Thousand Dollars (\$2,490,000)** exclusive of the cost of interest on borrowed money, with \$1,990,000 paid by Federal Transportation Grants and \$500,000 paid by City of Wichita Local Sales Tax Funds. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

- USE:
- | | |
|---------------------|---|
| To Initiate Project | X |
| To Revise Project | |
1. Prepare in triplicate
 2. Send original & 2 copies to budget.
 3. City Manager to sign all copies.
 4. File original w/ initiating resolution in City Clerk.
 5. Return 2nd copy to initiating department.
 6. Send 3rd copy to Controller.


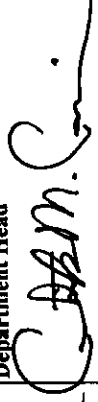


1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/6/2007	4. Project Description & Location Kellogg Drainage Structure near Zelta	
5. CIP Project Number E-150404	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required				
12. Project Cost Estimate				
ITEM	Federal	SA	LST	TOTAL
Right of Way				
Paving, grading & const.	\$1,990,000		\$500,000	\$2,490,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Railroad				
Totals	\$1,990,000		\$500,000	\$2,490,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

Platting Required	Yes	No
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

472-84632

13. Recommendation: Approve the Project and place the Ordinance on 1st Reading

Division Head 	Department Head 	Budget Officer 	City Manager 
		Date 11-16-07	Date

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: 21st Street Improvement, between K-96 Freeway and 159th St. East (District II)

INITIATED BY: Department of Public Works

AGENDA: New Business

.....

Recommendation: Approve the project.

Background: The 2007-2016 Capital Improvement Program (CIP) adopted by the City Council includes a project to improve 21st Street, between K-96 Freeway and 159th St. East. District II Advisory Board sponsored a November 5, 2007, neighborhood hearing on the project. The Board voted 8-0 to recommend approval of the project.

Analysis: 21st Street, from K-96 to 159th St. East, is currently a two-lane asphalt mat road with drainage ditches. The proposed improvement consists of a five lane roadway with two through lanes in each direction and a center two-way left turn lane with landscaped medians in the west mile of the project. Left turn lanes will be provided at all four approaches to the 21st St. intersections at 127th St. East, 143rd St. East and 159th St. East. Drainage improvements will be included with the project as well as 5' sidewalk on both sides of the street. Deceleration/right turn lanes will be constructed at major entrances to new development funded by special assessments in accordance with petitions previously approved by the City Council. One lane of traffic in each direction along 21st will be provided during construction for the duration of the project. The 21st St. intersections at 143rd St. East and 159th St. East will be closed to north-south traffic at different times during construction with local access provided to all affected properties. Construction is planned to begin next spring and be completed in approximately 15 months

Financial Considerations: The current estimated construction cost (exclusive of the special assessment funding) is \$10,200,000 with \$2,600,000 paid by General obligation bonds and \$7,600,000 paid by Federal Grants administered by the Kansas Department of Transportation.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major traffic corridor.

Legal Considerations: The Department of Law has approved the authorizing Ordinance as to legal form.

Recommendation/Action: It is recommended that the City Council approve the project, place the Ordinance on First Reading and authorize the signing of State/Federal Agreements as required.

Attachment: Map, CIP Sheet and Ordinance.

First Published in the Wichita Eagle

ORDINANCE NO. _____

AN ORDINANCE DECLARING **21ST STREET, BETWEEN THE K-96 FREEWAY AND 159TH STREET EAST (472-84636)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **21st Street, between the K-96 Freeway and 159th Street East (472-84636)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **21st Street, between the K-96 Freeway and 159th Street East (472-84636)** as a main trafficway in the following particulars:

The design, construction of a roadway, acquisition of right-of-way, installation of traffic signals, relocation of utilities and landscaping, as necessary for a major traffic facility.

SECTION 3. The costs of the construction of the above described improvements is estimated to be **Ten Million Two Hundred Thousand Dollars (\$10,200,000)** exclusive of the cost of interest on borrowed money, with **\$2,600,000** paid by the City of Wichita and **\$7,600,000** paid by Federal Grants, administered by the Kansas Department of Transportation. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

CARL BREWER, MAYOR

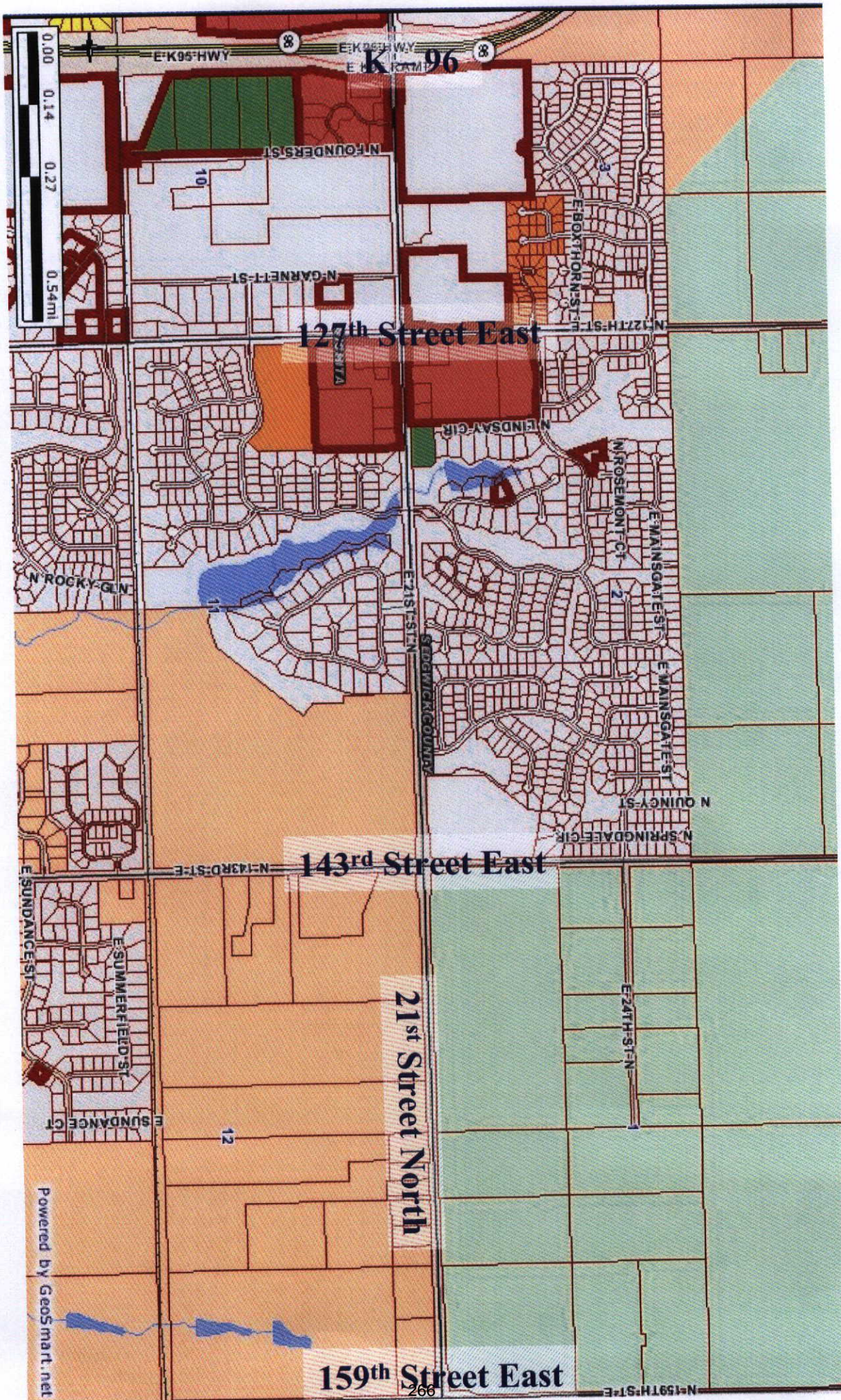
ATTEST:

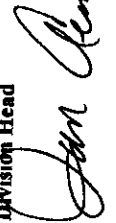
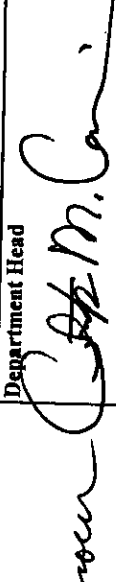

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW



CAPITAL IMPROVEMENT				
PROJECT AUTHORIZATION				
CITY OF WICHITA				
USE: To Initiate Project <input checked="checked" type="checkbox"/> X To Revise Project <input type="checkbox"/>		1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.		
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/14/2007	4. Project Description & Location 21st St, K96 - 159th St East	
5. CIP Project Number MS-200601-200903	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.	\$2,600,000		\$7,600,000	\$10,200,000
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Railroad				
Totals	\$2,600,000		\$7,600,000	\$10,200,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
472-84636				
13. Recommendation: Approve the Project and place the Ordinance on 1st Reading				
Division Head 		Department Head 		Budget Officer 
				City Manager Date 11-16-07

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: 13th St. Bridge over the Little Arkansas River
(District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the revised project budget.

Background: On May 8, 2007, the City Council approved a project to rehabilitate the 13th St. Bridge over the Little Arkansas River. An attempt to award a construction contract within the project budget was not successful. An amending Resolution has been prepared to revise the budget.

Analysis: The project will include a major rehabilitation of the bridge. The existing abutments and support beams will be replaced and the piers will be rehabilitated. New support girders are needed to replace the existing bridge girders. This will provide a new support deck for the replacement of the existing brick. The new driving service will be wider than the existing, while maintaining all existing features on the outer edges of the bridge. New approach pavement on each end of the bridge will be constructed and all historic elements will be rehabilitated. A temporary pedestrian bridge will be provided until the bridge is reopened to traffic.

Financial Considerations: The current budget is \$2,600,000, with \$1,600,000 paid by the City and \$1,000,000 paid by Federal Grants administered by the Kansas Department of Transportation. The funding source for the City share is General Obligation Bonds. The proposed revised budget is \$3,100,000 with \$2,100,000 paid by the City and \$1,000,000 by Federal Grants. Funding for the budget increase is available from cost savings on recently bid bridge projects.

Goal Impact: This project addresses the Efficient Infrastructure goal by rehabilitating a bridge on an important traffic corridor.

Legal Considerations: The Law Department has approved the amending Ordinance as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the revised budget, approve the amending Ordinance and authorize the signing of State/Federal agreements as required.

Attachments: CIP Sheet and Ordinance

Published in the Wichita Eagle on

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. **46-854** OF THE CITY OF WICHITA, KANSAS DECLARING **THE 13TH ST. BRIDGE AT THE LITTLE ARKANSAS RIVER (472-84314)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 3 of Ordinance **46-854** is hereby amended to read as follows:

“SECTION 3. The costs of the construction of the above described improvements is estimated to be **Three Million One Hundred Thousand Dollars (\$3,100,000)** exclusive of the cost of interest on borrowed money, with \$2,100,000 paid by the City of Wichita and \$1,000,000 paid by Federal Transportation Grants. Said City share, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 2. The original SECTION 3 of Ordinance No. **46-854** is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/16/2007	4. Project Description & Location 13th St Bridge at the Little Ark River	
5. CIP Project Number B-240601	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required	As required			
12. Project Cost Estimate				
ITEM	GO	County	KDOT	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts	\$2,100,000		\$1,000,000	\$3,100,000
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Study				
Totals	\$2,100,000		\$1,000,000	\$3,100,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				



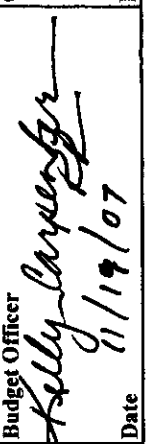
	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

* KDOT

472-84314

13. Recommendation: Approve the project, place the ordinances on 1st reading

Division Head 	Department Head 	Budget Officer 	City Manager
		Date 11/19/07	Date

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: Design Agreement: Kellogg, from Cypress to 127th St. East (District II)

INITIATED BY: Department of Public Works

AGENDA: New Business

.....

Recommendation: Approve the Design Project and Consultant Engineering Agreement.

Background: The 2007-2016 Capital Improvement Program includes funding to design East Kellogg improvements. On June 22, 2007, the Staff Screening and Selection Committee selected PB Americas, Inc. (PB), which is a consortium of local consulting engineering firms including Baughman, TranSystems, MKEC and PB to prepare construction plans for a freeway from Cypress to 127th St. East.

Analysis: The project is part of an ongoing effort to upgrade East Kellogg to a freeway standard to the Butler County line.

Financial Considerations: The PB design fee is \$6,795,602. The funding source is the local sales tax.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing a safe and efficient transportation system. It addresses the Economic and Affordable Living goal by providing a public improvement which reduces the cost of transportation. It also improves the air quality of the region whereby the goal of a Safe and Secure Community is met by improving environmental health.

Legal Considerations: The authorizing Ordinance and Agreement have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the design project, approve the Agreement, place the Ordinance on first reading, and authorize the signing of State/Federal agreements as required.

Attachment: CIP Sheet, Ordinance, Agreement.

First Published in the Wichita Eagle

ORDINANCE NO. _____

AN ORDINANCE DECLARING **KELLOGG, BETWEEN CYPRESS AND 127TH ST. EAST (472-84615)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **Kellogg, between Cypress and 127th St. East (472-84615)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Kellogg, between Cypress and 127th St. East (472-84615)** as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The cost of the above described improvement is estimated to be **Six Million Seven Hundred Ninety-Five Thousand Six Hundred Two Dollars (\$6,795,602)** exclusive of the cost of interest on borrowed money, with the total paid by City of Wichita Local Sales Tax Funds. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

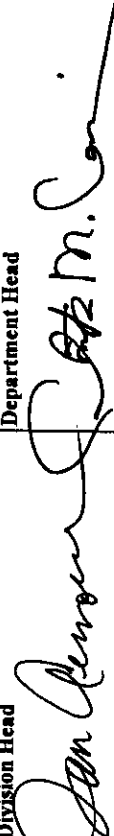
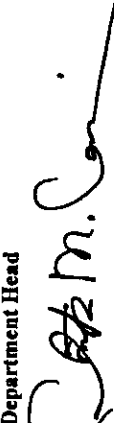


To Initiate Project
To Revise Project

X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/7/2007	4. Project Description & Location Kellogg Cypress - 127th St. East	
5. CIP Project Number E-150002-150004	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	LST	TOTAL
Right of Way				
Paving, grading & const.			\$6,795,602	\$6,795,602
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Railroad				
Totals			\$6,795,602	\$6,795,602
Total CIP Amount Budgeted				
Total Prelim. Estimate				472-84615
Remarks: Design Only				

13. Recommendation: Approve the Project, agreement and place the Ordinance on 1st Reading

Division Head 	Department Head 	Budget Officer 	City Manager 
		Date 11-16-07	Date

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PB AMERICAS, INC.

for

EAST KELLOGG IMPROVEMENTS (US-54)
FROM CYPRESS TO 127TH STREET

THIS AGREEMENT, made this _____ day of _____, 2007, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PB AMERICAS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

East Kellogg Improvements (US-54) from Cypress to 127th Street (Project I)
(Project No. 472 84615)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing East Kellogg improvements and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the City's approved Project Development Procedure for Non-HNS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation

Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Control Devices (MUTCD), as applicable.

- C. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- D. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- E. To save and hold CITY and the Secretary of Transportation, Kansas Department of Transportation harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by the negligent errors and omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- F. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- G. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- H. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- I. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- J. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- K. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$50,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- L. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work

required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be based upon the ENGINEER'S actual costs and may be less than the estimated amount. Payment shall be full compensation for salary costs, expenses, overhead (overhead to be applied to straight-time salary cost only with premium overtime reimbursed at cost), profit, subcontracting and all other costs required in performing the work described herein. Overhead includes fringe benefits. The test of the allowability to be applied for this agreement shall be based on the provisions of the agreement and on the reasonableness of allocation of costs under generally accepted accounting principles and practices. Overhead costs shall be computed by multiplying an Overhead Factor times the actual salaries or wages paid to personnel assigned to the PROJECT. The Overhead Factor shall be 154.7 percent for the work required by this agreement. The ENGINEER shall submit to CITY the basis for the overhead rate prior to any payments.

Total payments to the ENGINEER for the preparation of the work associated with the PROJECT shall include the actual costs accruing in the performance of the professional services as outlined in this agreement which are estimated to amount to \$6,442,787.38 plus a fee for profit which shall be twelve (12) percent of the ENGINEER'S actual costs so that the total payments shall not exceed the sum of \$6,795,601.36 and shall generally be in accordance with the estimate provided as Exhibit C. Profit shall not be applied to subcontractors, i.e., landscape architectural services, geotechnical services, etc.; or to direct expenses such as plan reproduction, CAD system services, etc.

During the progress of work covered by this agreement, partial payments may be made to the ENGINEER at intervals of four (4) weeks. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work. Billings submitted during the progress of the work will be paid on the basis of the costs accrued to the PROJECT plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs. Accumulated partial payments for the PROJECT shall also be based on milestones in Exhibit A and shall not exceed ninety-five percent (95%) of the total fees for services prior to satisfactory completion of all work required by this agreement. The major tasks and accumulated partial payment amounts are listed below:

Accumulated partial payments shall not exceed \$3,737,580.75 (fifty-five percent of the maximum fee payment amount) until field check plans have been received and approved by the City Engineer for distribution to utility companies. Accumulated partial payments shall not exceed \$5,776,261.16 (eighty-five percent of the maximum fee payment amount) until office check plans have been received and approved by the City Engineer for distribution to utility companies. Accumulated partial payments shall not exceed \$6,116,041.22 (ninety percent of the maximum fee payment amount) until

the final utility plans allowing for utility relocations or adjustments for the PROJECT have been received and approved by the City Engineer for distribution to the utilities.

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

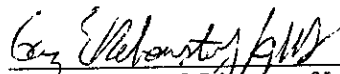
Carl Brewer, Mayor

SEAL:

ATTEST:

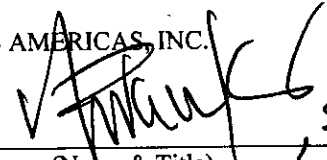
Karen Sublett, City Clerk

APPROVED AS TO FORM:



Gary Rebenstorf, Director of Law

PB AMERICAS, INC.



(Name & Title)

Senior Vice President

ATTEST:

Exhibit "A" – Scope

Project I: East Kellogg Improvements (US-54) from Cypress to 127th Street

SECTION I – GENERAL SCOPE OF SERVICES

Project Description

The project scope will consist of survey, evaluation of the existing concept plans, development of alternative concepts and preparing final plans, specifications and cost estimate (PS&E) for a six-lane urban freeway with one-way, two-lane continuous frontage roads on each side of the freeway. The anticipated project length is approximately 2.5 miles on Kellogg Avenue, beginning approximately at the east terminus of the City of Wichita Project No. 468-83638 (Rock Road Interchange) extending east to approximately 127th Street East. This scope of services includes only minimal changes to the Rock Road Interchange improvements as required to tie-in with those improvements. Services will not include any modifications to the existing grade separation structure at Eastern. The east terminus of the Project will be determined in conjunction with Project II, East Kellogg Improvements from 127th Street to 159th Street, to best meet the requirements of future improvements at the US-54/K-96 interchange. The final plans include an interchange at KTA/Webb Road, an interchange at Greenwich Road, a grade separation at Zelta Street, a grade separation over I-35 and associated Side Road Improvements within the project limits.

The Design Project Schedule will begin at Notice To Proceed (NTP) and end at Construction Bid Letting & Award date as noted in the Schedule section of this proposal. All work to be performed by PB beyond the Construction Bid Letting & Award date, herein referred to as Construction Phase Services, including Shop Drawing Reviews, Construction Management, Construction Inspection, Request For Information (RFI), Permitting process during Construction Phase, Public Meetings and Involvement during Construction Phase and other required services shall be compensated for through a Construction Phase Services Supplement to be executed between the CITY and PB prior to rendering of such services.

Design Phases

1. Phase I – Concept Development
 - a. Surveys
 - b. Existing traffic counts & future projection
 - c. Evaluation of existing design concept
 - d. Evaluation of alternative design concepts
 - e. Selection of a FINAL concept
2. Phase II – Plan Development
 - a. Field Check Plans
 - b. ROW Strip Map & ROW Tract Maps
 - c. Office Check Plans
 - d. Final Plans
 - e. Construction Bid Letting Services

Construction Packages

Multiple Construction Packages (plan volumes split by construction phases) are expected, the exact number is to be determined during the design phase. For the purpose of defining scope, man-hour and fee, it is assumed that a total of six (6) separate construction packages may be

issued. Each construction package will be formatted to allow for individual bid lettings including temporary and permanent ties to adjacent construction packages.

Design Components

1. Survey
2. Traffic Engineering
3. Roadway Design & Paving (Freeway & Interchanges, CITY Streets & Frontage Roads)
4. Geotechnical Engineering
5. Structures (Grade Separations, Drainage Structures and Retaining Walls)
6. Drainage (Storm Sewer System, Stream Crossings, Adjacent Storm Water Detention Ponds)
7. Traffic Signals
8. Pavement Marking
9. Project Signing (including provisions for future ITS applications)
10. Freeway/Street Lighting
11. Art & Aesthetics
12. Landscaping & Irrigation
13. ROW Strip and ROW Tract Maps
14. Utilities
15. Maintenance of Traffic during construction (MOT)
16. Environmental Permits, Clearances and Approvals
17. Specifications / Special Provisions
18. Bid Documents

Design Process

1. Public Involvement
2. Continuous Design & Constructability Interface (CDCI) / Cost Estimation
3. Interagency Coordination (KDOT/FHWA/KTA/Sedgwick County/Butler County/CITY of Andover)
4. Project Management
5. Quality Control & Quality Assurance (QAQC)

Plan Preparation Format

In general the level of plan details will be similar to the KDOT plan preparation process utilizing CITY standard drawings and CITY plan preparation process for detail drawings where applicable. General plan drawings shall be at 1"=50' scale with detail drawings at 1"=20' scale. Plans will be prepared in US Customary/English Units and follow the KDOT plan sheet sequence.

Deliverables

1. Survey Notes and Information
 - a. Electronic elevation data files .TIN, .dat and .DWG formats
 - b. Digital planimetric and contour data in .DWG format
 - c. DVD containing digital ortho data in .TIFF format
 - d. Field Survey Books
 - e. Final Survey Notes
 - f. Electronic files of Survey information
2. Traffic Analysis Report
 - a. PB will update the regional travel demand model supplied by WAMPO with current socioeconomic data

- b. PB will prepare a summary report of the data collected, traffic projections, analysis results and recommendations.
- 3. Concept Schematic & Report
 - a. PB will provide a maximum of 7 'thick line' schematic concept drawings
 - b. PB will provide a maximum of four (4) VISSIM simulations
 - c. PB will conduct four (4) workshop meetings with CITY staff
 - d. PB will prepare one (1) draft strip map schematic of CITY Staff approved concept including typical sections, plan and both mainline and frontage road profiles
 - e. PB will prepare one (1) final strip map schematic to present the CITY Council including final typical sections, plan and both mainline and frontage road profiles
 - f. PB will prepare report of final concept
- 4. Drainage Analysis Report
 - a. Preliminary (Draft) Report
 - b. Final Report
- 5. Art & Aesthetic Report (paper copies and electronic pdf file)
 - a. PB will conduct two (2) meetings with CITY staff
 - b. PB will conduct five (5) joint meetings with CITY Council and Design Council
- 6. Field Check Plans
- 7. Geotechnical Engineering Report & Paving Recommendations
- 8. ROW Strip Map and ROW Tract Maps
 - a. One (1) Right-of-way Strip Map
 - b. Tract Maps
 - c. Legal Descriptions
- 9. Utilities
 - a. CITY Water Plans
 - b. CITY Sanitary Sewer Plans
 - c. Prepare utility conceptual plan
 - d. Prepare meeting minutes for quarterly ULCC meetings
 - e. Prepare master schedule for utility relocations
 - f. Prepare utility plans for two (2) ULCC Plan submittals
 - g. Prepare master utility conflict list for two (2) ULCC Plan submittals
 - h. Prepare KDOT's Utility Relocation and Clearance Form
- 10. Maintenance of Traffic (MOT) Plans
 - a. Phased construction sequence
 - b. Six (6) SYNCHRO models; one (1) for each construction package
 - c. Temporary signal plans at four (4) locations
 - d. Temporary paving plans; maximum of seven (7) locations
 - e. Three (3) localized detours
- 11. Environmental Documents
 - a. Environmental Scan
 - i. One (1) kick-off meeting with CITY and KDOT staff
 - ii. Environmental constraints map
 - 1. One (1) draft
 - 2. One (1) final
 - iii. Environmental constraints report
 - 1. One (1) draft
 - 2. One (1) final
 - iv. One (1) public presentation.
 - v. Notify public and regulatory agencies of potential environmental impacts
 - b. Categorical Exclusion (CE) Documentation
 - i. One (1) draft
 - ii. One (1) final
 - c. Section 4(f) Documentation
 - i. Two (2) drafts

- ii. One (1) Final
 - iii. One (1) public information meeting
 - d. Section 6(f) Documentation
 - i. Two (2) drafts
 - ii. One (1) Final
 - iii. One (1) public information meeting
 - e. Environmental Site Assessment
 - i. One (1) draft
 - ii. One (1) final
- 12. Permits
 - a. Section 404 Permit
 - i. Provide Preliminary Wetland Jurisdictional Determinations (USACE)
 - ii. Wetlands Determination Report (USACE)
 - iii. One (1) meeting with the USACE and resource agencies.
 - iv. Threatened and Endangered species coordination letters (USFWS and KDWP)
 - v. Threatened and endangered species habitat survey
 - vi. Cultural Resources clearance letter (KSHS)
 - vii. One (1) Pre-application meeting (USACE)
 - viii. One (1) public information meeting
 - b. Stream Obstructions Permit (KDWR)
 - i. Initial permit application fees
 - c. NPDES Permit including Storm Water Pollution Prevention Plan (SWPPP)
 - i. Maximum of six (6) draft permit applications; one for each construction package
 - ii. Maximum of six (6) final permit applications
 - iii. Maximum of six (6) final SWPPP
 - iv. Initial permit application fees
- 13. Public Involvement Supporting Information
 - a. PB will prepare meeting minutes for 150 one-on-one meetings with property owners
 - b. PB will prepare meeting minutes for two (2) CITY Council meetings
 - i. One (1) CITY Council meeting in a workshop format
 - ii. One (1) CITY Council meeting for final concept approval
 - c. PB will provide supporting information and attend seven (7) DAB meetings
 - d. PB will provide supporting information and attend two (2) public meetings in an Open House format
 - e. PB will prepare a log of all public comments
 - f. PB will provide sign in sheets and comment cards for the public meeting, CITY Council workshop and DAB meetings
 - g. PB will provide the venue cost for two (2) meetings
 - h. PB will prepare and distribute/announce publications, public information, mailings and handouts to public/stakeholders/appropriate agencies
 - i. PB will prepare and distribute quarterly newsletters to affected property owners and stakeholders
- 14. Office Check Plans
- 15. Final Plans
- 16. Final Mylars (Title Sheets and Water line plans only)
- 17. Final electronic CADD drawing files
 - a. AUTOCAD (dwg) format
 - b. pdf format
- 18. Project Special Provisions
 - a. paper copies
 - b. electronic pdf files

19. Continuous Design & Constructability Interface / Cost Estimation
 - a. PB will prepare monthly memorandums documenting constructability review findings and suggestions and current construction cost estimate
 - b. PB will prepare memorandums documenting constructability review findings and suggestions for milestone submittals
 - c. PB will submit estimate of construction cost with each plan submittal
 - d. PB will facilitate one (1) round-table constructability meetings
20. Bid Documents
 - a. PB will prepare meeting minutes for one (1) Pre-Bid Conference per construction package
 - b. PB will prepare meeting minutes for one (1) Pre-Construction Conference per construction package
21. Interagency Coordination
 - a. PB will prepare meeting minutes for 30 face-face meetings with coordinating agencies
22. Reports of Progress

CITY Responsibilities

1. CITY will provide current and applicable standard drawings, CITY utility information, engineering drawings, reports and all existing information and data pertinent to the project.
2. CITY will provide supporting information for quarterly newsletters for property owners and stakeholders
3. CITY will update CITY website with current project status and information.
4. CITY will be responsible for additional fees for updating permits and permit fees required for construction. (PB will be responsible for initial permit application fees)

WAMPO Responsibilities

1. WAMPO provide PB with the regional travel demand model to update.

KDOT Responsibilities

1. KDOT will design standard trusses, supports and foundations for project signs.
2. KDOT will prepare and submit initial and final "Status of Projects Environmental Concerns" letters to the FHWA.

SECTION II – SPECIFIC SCOPE DETAILS

A. SURVEY

Survey will be performed using a combination of Aerial Photogrammetry, Conventional Ground Survey and Laser Scanning. All survey information will be compiled into a single system of electronic files for topography and digital terrain modeling (TIN). The physical limits of the work are shown in Figure 1.

A.1 Aerial Photogrammetry

- The flight altitudes will be such to attain 0.25 feet ground resolution for 1"=50' scale plans
- Contours will be at one (1) foot intervals
- Data from ground surveys for hard pavement shots, obscure areas and Laser Scan areas will be incorporated in the compilation of final digital terrain modeling

A.2 Ground Survey

- Control Survey as per requirements for 2nd Order Control Survey as per KDOT Volume II Coordinating Section Survey Manual
- Topographical surveys not covered by Aerial Photogrammetry and High Resolution Scan
- Drainage Survey
- Acquire the locations of Soil Borings
- Locate utilities
- Set new property corners following acquisition of ROW
- Stake new ROW for all necessary utility relocations

A. 3 High Resolution Scan

- Complete a High Resolution Scan to supplement ground survey and aerial photogrammetry to incorporate in the compilation of final digital terrain modeling at the following locations:
 - 1) Kellogg Avenue and KTA Interchange
 - 2) Kellogg Avenue Overpass at I-35 (KTA) near 127th Street

B. TRAFFIC ENGINEERING

The scope consists of the development of construction year and design year traffic volume forecasts, operational analysis of the corridor using those forecasts, and development of recommended modifications to the corridor.

B.1 Traffic Counts and Future Projections

- AM/PM peak hour turning movement counts at eight (8) locations
 - 1) Kellogg Avenue and Webb Road
 - 2) Kellogg Avenue approximately 800' east of Webb Road
 - 3) Kellogg Avenue and Greenwich Road
 - 4) Kellogg Avenue and Ellson
 - 5) Kellogg Avenue and Zelta
 - 6) Kellogg Avenue and 127th Street
 - 7) Greenwich Road and the west Wal-Mart Drive
 - 8) One additional location to be determined

- 24-hour machine traffic counts at eight (8) locations
 - 1) Kellogg Avenue and the KTA connector (4 locations)
 - 2) I-35 and the KTA connector (4 locations)
- 3 to 7 day machine counts at eight (8) locations
 - 1) Kellogg Avenue between Webb Road and Greenwich Road
 - 2) Greenwich Road north of Kellogg
 - 3) Three (3) locations on Harry Street
 - 4) Three (3) locations on Central Avenue
- Review anticipated land use changes within one mile of the study corridor with CITY and Wichita Area Metropolitan Planning Organization (WAMPO) staff.
- Update the regional travel demand model supplied by WAMPO with current socioeconomic data.
- Apply growth factors developed from the model projections to the field traffic counts conducted to develop construction and design year peak hour traffic volumes.
- Conduct operational analysis using Highway Capacity Manuals (HCM) methodologies at the KTA/Webb Road interchange, the Greenwich Road interchange, the Zelta cross-over, 127th Street and weave and merge areas along the corridor.
- Conduct six (6) project team workshops with the CITY to discuss interchange concepts.
 - 1) Two (2) workshops to brainstorm schematic layouts for the entire project corridor.
 - 2) Two (2) workshops to refine the concept schematics.
 - 3) Two (2) workshops to define the schematics and conduct constructability review.
- Maximum of 7 concepts consisting of schematic 'thick line' drawings will be developed for each interchange
 - 1) Three (3) at KTA/Webb Road
 - 2) Two (2) at Greenwich Road
 - 3) Two (2) at Zelta Street
- Maximum of four (4) VISSIM simulation models will be developed
 - 1) Two (2) at KTA/Webb Road
 - 2) One (1) at Greenwich Road
 - 3) One (1) at Zelta Street

C. ROADWAY DESIGN

The scope of services consists of performing design, plan preparation, project special provisions and construction cost estimates from the Concept Development to Final Plan, Specifications and Estimate (PS&E) for:

- Kellogg Avenue (Freeway)
- KTA/Webb Road Interchange
- Greenwich Road Interchange
- Zelta Cross-over
- Parallel Frontage Roads
- Arterial Streets
- Secondary Side Roads & Entrances

The mainline will consist of a continuous divided 6-lane urban freeway designed for 70 mph speed for through traffic. The freeway section will be depressed, elevated or at grade as warranted. There will be a continuous one-way 2-lane frontage road on each side of the mainline. Concrete pavement is assumed for all roadway design with the possibility of asphalt transitions on the side roads.

Reconfiguration and redesign of private circulation such as parking lots is not included in this scope of services.

C.1 Freeway, Interchanges & Cross-over

- Horizontal and Vertical alignment will be prepared for the mainline for the final alternative screened from initial 'thick line' schematics. Mainline is assumed to be depressed at KTA/Webb, Zelta and elevated at Greenwich for the purpose of man-hour and fee estimate.
- Interchange/Cross-over layout will be prepared with horizontal alignment only for the final alternative during the concept phase for each of the following locations: KTA/Webb, Greenwich, and Zelta.
- The "Future Road Cross-over" as shown in plans previously prepared by others is not included as part of this project or in this scope of services.

C.2 Frontage Roads

The frontage road design will include curb and gutter, inlets, driveways, valley gutters, ADA compliant sidewalks, turn lanes and storage bays.

- Horizontal and Vertical alignment will be prepared for the parallel Frontage Roads for the final alternative screened from initial 'thick line' schematics.
- Frontage Roads will consist of one way two lanes throughout the length of the project with added lane(s) for on/off ramps and turn lanes for arterial intersections and cross-over. The roadway section will be curb & gutter with twelve foot lanes

C.3 Arterial Streets

Arterial street design will include curb and gutter, inlets, driveways, valley gutters, ADA compliant sidewalks, turn lanes and storage bays.

- Horizontal and Vertical alignment will be evaluated for the final alternative during concept development.
- The following Arterial Streets are assumed:
 - 1) Webb Road is assumed to be approximately 600 feet in length north of the north frontage road curb return and approximately 600 feet in length south of the south frontage road curb return. The Webb Road design will include protection measures between the roadway and the Southern Star gas sub-station.
 - 2) Greenwich Road is assumed to be approximately 600 feet in length north of the north frontage road curb return and approximately 600 feet in length south of the south frontage road curb return.
 - 3) Zelta Street is assumed to match the permanent concrete pavement of the future Zelta as designed by others on the north and match existing pavement in minimum practical distance assumed to be no more than 150 feet in length south of the south frontage road curb return.

C.4 Secondary Side Roads, & Entrances

Secondary Side Roads shall consist of two-lanes, one north bound and one south bound, and shall match existing pavement in minimum practical distance, assumed to be no more than 150 feet in length. The roadway section will include curb and gutter with twelve foot lanes.

- The following secondary Side Roads are assumed:
 - 1) Cypress
 - 2) Wildcat Lane
 - 3) Club Rodeo Entrance

- 4) Car Max Entrance
- 5) Wiedemann
- 6) Chateau
- 7) Trig
- 8) Ellson
- 9) Brundige
- 10) 127th Street

- The KTA Access Road as shown in plans previously prepared by others is not included as part of this project or in this scope of services.

D. GEOTECHNICAL ENGINEERING

The scope of services will include site subsurface investigation at the locations of the various planned structures and along the roadway alignment for Bridges, Retaining Walls and Roadway Pavements. Refer to the Structures section of this document for assumed bridges and retaining walls. Pavement type is assumed to be concrete for mainline and frontage roads including the intersections and asphalt for side roads beyond the intersections to tie-in points.

Design recommendations will be in accordance with KDOT Highway Design manual, and AASHTO Bridge Design Specifications.

E. STRUCTURES

The scope of services consists of performing design, plan preparation, project special provisions and construction cost estimates from the Concept Development to Final Plan, Specifications and Estimate (PS&E) for the assumed grade separations, drainage structures and retaining walls as noted in the subsequent subsections. Final design and plan preparation will be based on the field check plans and field check report. Aesthetic treatment and key details shall be as agreed upon by the CITY prior to Field Check completion. Changes in the aesthetic treatment after the field check which require significant modifications to the structures shall be compensated for through a supplemental contract to be executed between the CITY and PB prior to rendering of such services. Scope of services shall include preparing a SI&A document and calculating load ratings for all final bridges. No signature bridges are anticipated in this scope of services.

Design will be in accordance with KDOT Design Manuals, and AASHTO Bridge Design Specifications.

Noise walls are not anticipated and are not included in this scope of services.

E.1 Grade Separations

- KTA Connector Bridge over Kellogg Avenue approximately 120' long and 125' wide.
- Webb Road Bridge over Kellogg Avenue approximately 120' long and 165' wide.
- Kellogg Avenue Bridge over Greenwich Road approximately 200' long and 165' wide.
- Zelta Street Bridge over Kellogg Avenue over Kellogg Avenue approximately 120' long and 125' wide.
- Kellogg Avenue Bridge over I-35 approximately 335' long and 118' wide.
- South Frontage Road Bridge over I-35 approximately 335' long and 40' wide.

E.2 Drainage Structures

Drainage structures are assumed as Reinforced Concrete Box (RCB) bridges and will be designed as per KDOT standard specifications. Standard RCB design shall be provided by KDOT and modified by PB as necessary. Two (2) RCB bridge locations are assumed in this scope of services.

E.3 Retaining Walls

- Approximately 16,500 feet of Retaining Walls in a depressed (cut) section along Kellogg Avenue
- Approximately 4,300 feet of MSE Walls in elevated (fill) section at the Greenwich Road interchange

Three line drawings, details and cross sections will be prepared as per KDOT specification.

F. DRAINAGE

F.1 Storm Sewer System

The scope includes the design of a closed storm sewer system for the mainline, frontage roads and side roads within the project limits. The scope of services includes the design of two (2) storm sewer pump stations based on the assumption that sump conditions will exist due to a depressed Kellogg Avenue at the KTA/Webb Interchange and Zelta Street cross-over. Storm sewer design will conform to the City of Wichita standards for storm sewer design and the manual titled "Design of Urban Highway Drainage, The state of the Art". Specifically PB will:

- Evaluate the storm sewer system for the final alternative during concept development. Concept evaluation will present a storm sewer system that will provide sufficient project drainage but will not provide specific horizontal and vertical alignments and will consider storm sewer pump station locations. The size and location of detention basins will be estimated based on preliminary inflow hydrographs and pump size and arrangement.
- Prepare ULCC potential conflict lists prior to each of two (2) ULCC subcommittee meetings.
- Design a maximum of two (2) individual storm sewer pump stations based on inflow hydrograph information and receiving stream water-surface elevations provided by the Hydrology & Hydraulics study (Drainage Report) and the Project Design Criteria. Storm sewer pump station design will conform to the Hydraulic Engineering Circular No. 24 "Highway Stormwater pump Station Design". Storm sewer pump station design will include:
 - 1) Pump station location selection
 - 2) Building architectural, structural, electrical, and site civil design
 - 3) Pump station hydraulic design and pump selection
 - 4) Storm water detention basin sizing, location and structural design
 - 5) Pump mechanical and electrical design
- Size and locate pump station discharge piping.

F.2 Stream Crossings

- Drainage design will generally follow KDOT's Drainage Design Manual Volume III and the City's Drainage and Storm Sewer Policy. A new hydrologic and hydraulic analysis for the project corridor will be developed as well as for major watersheds outside the right of way draining through the project corridor.

- KDOT Hydraulic Assessment Checklists will be prepared for each bridge structure at stream crossings

F.3 Drainage Report

- A drainage report will be prepared using the format of Engineering Division Final Drainage Plan Submittal Checklist (City of Wichita's Public Works, February 2007) as applicable.
- The Drainage Report will be submitted twice.
 1. Preliminary Drainage Report to include:
 - a. Off-site hydrologic analysis summary
 - b. Off-site hydraulic analysis summary/boundary conditions for on-site hydraulic analysis
 - c. On-site analysis and design assumptions
 2. Final Drainage Report to include the above with final on-site hydrologic and hydraulic analysis results.

G. TRAFFIC SIGNALS

- Permanent traffic signals will be designed in accordance MUTCD, KDOT and CITY standards at:
 - 1) KTA Connector
 - 2) Webb Road
 - 3) Greenwich Road
 - 4) Zelta Street
- Dual signals are assumed at interchanges to handle ramp intersections with side streets either above or below the mainline Kellogg Avenue
- Design and Plans for all hardware (loops, detectors, controllers etc.), phasing, timing and coordination for signalization; signal structures will be standard type
- Plans will be prepared using both CITY and KDOT standards for urban conditions
- No special structural design of signal mast arms and posts are anticipated in the scope

H. PAVEMENT MARKING

Permanent pavement marking will be designed in accordance MUTCD, KDOT and CITY standards. All mainline roadway, frontage roads, ramps, exits, side streets and intersections within the Project are included in the scope.

I. PROJECT SIGNING

Permanent signing will be designed in accordance MUTCD, KDOT and CITY standards. Standard trusses, sign supports and foundations are assumed and will be designed by KDOT.

J. FREEWAY/STREET LIGHTING

Lighting design and plan preparation will follow KDOT standards for freeway lighting. This scope of services includes special lighting associated with the aesthetic treatment of the project and as approved by the CITY.

Street lighting design for frontage roads and arterial streets will be the responsibility of the local power utility, Westar. PB will coordinate the design within the project area to insure lighting is continuous and compatible.

K. ART & AESTHETICS

The Art and Aesthetics approach will be based on relevance to the community and history of Wichita and the route, integration with the structures and cost effectiveness.

The CITY shall enter into a separate agreement with the ARTIST(s) directly for any reuse elsewhere of art concepts or details developed for this project.

L. LANDSCAPING & IRRIGATION

Landscape design will be within the project right-of-way limits and conform to the City of Wichita's "Landscaping Policy for City Streets" and "Design Guidelines for Public Projects".

Treatment for Art & Aesthetics and the design of one (1) pocket park not to exceed 100'x150' shall be included in this scope of services.

Concept phase will address the general location of landscape elements, specific landscape elements will not be addressed during the concept phase.

M. ROW STRIP AND ROW TRACT MAPS

PB will prepare a right-of-way strip, tract maps and descriptions as required. Preparation of legal descriptions for Right of Entry and submittal of drawings to the City suitable for mailing to property owners is included in the scope of services. Right of Entry limits will not be shown on the plans, only on the tract maps.

N. UTILITIES

N.1 CITY Utilities

The scope of services pertains only to public utilities owned by City of Wichita consisting of Water, Sanitary Sewer and future conduits impacted by the Project. Water and sanitary sewer design will conform to the City of Wichita standards for water and sanitary sewer design.

N.1.1 Water

Water design will include design and location of all water line appurtenances such as line valves, meters, hydrants, blow-off valves, air release valves, concrete encasement of sanitary sewers, bedding, trenching and backfill. This scope of services is based on the following assumed physical extents of the proposed water system:

- Approximately 20,000 lineal feet of large diameter (12" – 24") water line running parallel with the main line with one line located north of the mainline and another south of the mainline.
- Approximately 4 or 5 large diameter (12" – 24") water lines running perpendicular to the mainline connecting the parallel lines mentioned above.
- Approximately 16 small to large diameter connections (2" – 16") to existing water lines generally running perpendicular to the mainline on either side of the mainline.
- Abandonment or removal of approximately 10,000 lineal feet of existing water lines and appurtenances to be taken out of service.

N.1.2 Sanitary Sewer

Sanitary sewer design will include design and location of all sanitary sewer appurtenances such as manholes and drop manhole structures. This scope of services is based on the following assumed physical extents of the proposed sanitary sewer system:

- Approximately 2,400 lineal feet of new medium diameter (8" – 12") sanitary sewer line.
- Review and coordination of approximately 3,000 lineal feet of new sanitary sewer design to be constructed as part of separate projects near or within the project construction limits.
- Review and coordination of approximately 1,500 lineal feet of existing sanitary sewer line in or near the project construction limits.
- Abandonment and/or removal of approximately 2,500 lineal feet of sanitary sewer line to be taken out of service.

N.1.3 Future Utility Conduits

PB will coordinate the design of CITY conduits for future utility lines as part of this scope of services. This scope of services assumes two (2) utility conduits will be designed to parallel the north frontage road within the right-of-way corridor on the north side.

N.2 Utility Coordination

Utility coordination shall address conventional telephone, gas, cable television and electric services. Special utilities will be addressed such as the Southern Star pipeline crossing and regulation station at Webb Road and the Westar transmission line running along the north side of Kellogg Avenue, plus non-typical utilities such as natural gas, fuel and crude lines. Where feasible, utilities will be relocated into predetermined utility corridors along the project right-of-way lines. PB will also coordinate with right-of way acquisition such that utility service will continue to be provided to adjacent property owners and lead the effort through the CITY's Utility Location and Coordination Council (ULCC) process.

Actual design of private utility relocations, to be completed by the individual utility company(s), and coordination and inspection of the actual utility relocations prior to construction are not included in this scope of services.

O. MAINTENANCE OF TRAFFIC (MOT)

Maintenance of Traffic Plans for the corridor will be consistent with KDOT procedures and in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD). The scope of services will include development of a sequencing concept as well as detailed MOT device, temporary signing and marking, temporary traffic signal plans, temporary detours and intermediate turnarounds. PB will review for conformity temporary street light plans as prepared by the local electric utility, Westar. This scope of services will:

- Develop a phased construction sequence utilizing frontage roads and intermediate turnarounds to accommodate two lanes of traffic in either direction on East Kellogg at all times.
- Create one (1) SYNCHRO model of the traffic through construction for each construction packages. Six (6) construction packages are assumed.
- Design temporary signals at four (4) locations
 - 1) Kellogg Avenue and the KTA Connector
 - 2) Kellogg Avenue and Webb Road
 - 3) Kellogg Avenue and Greenwich Road
 - 4) Kellogg Avenue and Zelta Street

- Design a maximum of three (3) variations of the signal head layouts at each temporary traffic signal
- Design a maximum of three (3) localized detours
- Design temporary paving plans at a maximum of seven (7) locations

Temporary signal coordination timing plans are not included in this scope of services.

P. ENVIRONMENTAL PERMITS, CLEARANCES AND APPROVALS

PB will initiate the permitting process, fill out necessary application forms on behalf of the CITY for appropriate review and signatures by the CITY, provide supporting documents and calculations and assist CITY to submit to respective agencies for clearances, approvals and permits. Permits for actual construction can only be done in the construction phase due to permitting agency requirements and hence not included in this scope of services. Processing fees to agencies will be paid for directly to the agencies by the PB along with the submittal of application packages. Early contact may be needed with certain agencies during the Concept Development Phase for input. Actual formal application process will be performed during the Plan Development Phase.

P.1 Environmental Clearances and Approvals

PB will complete an environmental scan of the study area, initiate Categorical Exclusion (CE) documents following the selection of the preferred alternative, prepare Section 4(f) and Section 6(f) documentation as deemed necessary by the CE and prepare a Phase I Environmental Site Assessment. Environmental permits, necessary prior to construction, will be completed for the preferred alternative and submitted for approval to the appropriate regulatory agencies.

P.1.1 Environmental Scan

Environmental data collection will include social, economic and environmental (SEE) data, publicly available GIS data to the maximum extent possible and field reconnaissance to verify available data. Specific field studies, e.g.: wetlands delineation, threatened and endangered species habitat assessment, etc., will not be provided until after the preferred alternative is selected and environmental permitting is initiated.

Collected data will be assembled on an environmental constraints map which will be used by the design team, CITY Council and the public as the basis for determining potential impacts during the initial identification of roadway improvement alternatives.

P.1.2 CE Documentation

CE documentation includes environmental clearances for traffic noise, air quality, archaeological salvage, cultural and historical resources, wildlife, farmland protection and hazardous waste. KDOT will prepare and submit initial and final "Status of Projects Environmental Concerns" letters to the FHWA, completed in accordance with FHWA *Technical Advisory T6640.8A*, as the Categorical Exclusion.

PB will work with KDOT to identify potential impacts due to the preferred alternative. All impacted elements will be shown on an environmental constraints map.

P.1.3 Section 4(f) Documentation

The need for preparation of a Section 4(f) document will be determined under the CE as indicated above. If there is no "feasible and prudent" alternative to directly or indirectly impacting the

Section 4(f) property, Section 4(f) documentation will be provided in accordance with 49 USC 303 and 16 USC4601-8(f).

P.1.4 Section 6(f) Documentation

The need for preparation of Section 6(f) documentation will be determined under the CE as indicated above. Section 6(f) documentation will be provided as necessary.

P.1.5 Environmental Site Assessment

PB will provide a Phase I Environmental Site Assessment (ESA) in accordance with ASTM E 1527-05 for properties to be acquired.

P.2 Permits

Environmental permits will be initiated during the final Plan Development Phase for the preferred alternative. Permits included in this scope of services are:

- Waters of the U.S. – U.S. Army Corps of Engineers (USACE) Section 404 permit, including the required coordination for cultural resources and threatened and endangered species habitat and Section 401 Water Quality permit;
 - 1) Threatened and endangered species habitat survey – Kansas Department of Wildlife and Parks is included in this scope of services. However since the results of the site survey is undetermined at this time, the scope of services does not include specific habitat assessment or a wildlife mitigation plan.
 - 2) This scope of services will determine the potential for project impact to historic, cultural and archaeological resources; however should the Kansas Historical Society require additional resources survey work which could include but not limited to requiring a state-certified cultural resource contractor to survey the project limits, this work is not included in this scope of services.
 - 3) This scope of services includes existing wetland delineation; however since the results of the impact to possible wetlands is undetermined at this time, this scope of services does not include locating mitigation areas.
- Stream Obstructions Permit – Kansas Department of Agriculture, Division of Water Resources (KDWR)
 - 1) Initial permit application fees will be included in this scope of services. Additional fees for updates and fees required for construction will be the responsibility of the CITY and are not included in this scope of services.
- Notice of Intent for General Permit (NPDES) including Storm Water Pollution Prevention Plan (SWPPP) - A storm water pollution prevention plan and permit application will be prepared for each separate bid package.
 - 1) Six (6) draft permit applications will be prepared as part of concept development for the purpose of agency review. Project specific erosion prevention plans will not be produced at this stage.
 - 2) Plans will not be submitted at field check stage.
 - 3) SWPPP design will include applicable plan layouts by construction phase, schedule of items, and construction details.
 - 4) SWPPP permitting will include correspondence and coordination with the Kansas Department of Health and Environment.
 - 5) SWPPP design will conform to the City of Wichita standards for street and utility design.
 - 6) City standards will be used for SWPPP devices and device placement.
 - 7) KDOT standard details for temporary seeding will be included.

- 8) Initial permit application fees will be included in this scope of services. Additional fees for updates and fees required for construction will be the responsibility of the CITY and are not included in this scope of services.

Q. SPECIFICATIONS / SPECIAL PROVISIONS

In general the project shall be designed for prevailing CITY, KDOT and AASHTO standard specifications as appropriate. Project Special Provisions shall be prepared for which no standard specifications are available or modifications needed for the standard specifications for special construction items not covered in any of the Standard Specifications.

R. BID DOCUMENTS

The scope of services will follow the standard CITY bidding process. PB will prepare Bid Documents for reproduction and distribution by the CITY. PB will participate in one (1) Pre-Bid conference and one (1) Pre-Construction conference per construction package.

S. PUBLIC INVOLVEMENT

The scope consists of assisting the CITY in meetings with adjacent land owners, CITY Council and District Advisory Boards (DAB's) for the purpose of providing information, obtaining feed back and making presentations to the public, DAB and CITY Council. PB will retain services of a Specialty Consultant to facilitate two (2) meetings during the process of public contact and communication.

T. CONTINUOUS DESIGN & CONSTRUCTABILITY INTERFACE (CDCI) / COST ESTIMATING

The scope of this item is to address constructability of the overall project and individual components continuously from initial concept development to completion of the construction documents. PB construction specialists (RED TEAM) will complete general constructability reviews and update construction cost estimations on a monthly basis as well as conduct in-depth reviews prior to milestone submittals (Concept Schematic, Field Check, Office Check, Final Plans and Specifications). In addition, PB will facilitate one (1) round-table meetings in which members of the Association of General Contractors (AGC) of Kansas will be invited to participate and the design team will receive contractor input. The goal of this process is to prepare construction documents that address both functionality and constructability in the best possible manner.

Constructability reviews and construction cost estimates will be performed only for FINAL alternatives selected after the screening of the initial alternatives established during Concept Development.

U. INTERAGENCY COORDINATION

The scope of services includes coordination with other governmental agencies for the purposes of information gathering, sharing, approval of design, operations and maintenance of the proposed project including federal funding requirements if desired by the CITY. All coordination with the agencies shall be either initiated by or at the request of the CITY.

- Coordinating agencies are KDOT, KTA, FHWA and Sedgwick County.
- Meetings will be held throughout the project duration as needed either face-face or via telephone as situations warrant; an assumed thirty (30) face-face meetings will be held with coordinating agencies
- Any required trip to the HQ of FHWA (Washington, D.C.) for funding related discussions or related events is not part of this scope of services.

V. PROJECT MANAGEMENT

PB will prepare a Project Management Plan (PMP) that will define the procedural framework for management and control of the services provided in the contract. The Project Management Plan will:

- present the operating procedures linking the City of Wichita and the PB Team;
- assign roles and responsibilities to the individuals of the PB team in performing and managing the work program;
- define the project assignments;
- define the deliverables to be prepared;
- outline quality control procedures;
- provide the production schedule for the project deliverables; and
- define the communication channel between the City of Wichita and the PB Team.

All communication with the City of Wichita will go through the PB Project Manager (PM). All other communication regarding the project must be approved by the PM unless determined otherwise in advance.

- Notes will be taken of all verbal communication with the client and outside agencies and forwarded to the PM. All communications with outside Agencies must be documented in writing with a copy to the project files and PM.
- Meetings will be documented with summary minutes copied to attendees, project files, and PM.
- All correspondence to the City of Wichita from the PB Team shall be directed or approved by PM.
- Any communication with the public or press shall be from the City of Wichita only, unless specifically directed by the City of Wichita contract administrator.
- Agencies other than the City of Wichita may be contacted directly to request information provided that both the City and PM have approved the contact prior to communication and are copied on the communication.
- E-mail shall conform to the above procedures.
- All electronic communication shall be filed within the Project Directory Structure and conform to the communication file naming convention.

Reports of Progress will be distributed to the CITY every (4) weeks coinciding with invoices.

Reports of Progress will address:

- Physical percent complete
- Financial percent complete
- Comparison of actual man-hours spent vs. anticipated man-hours
- Work performed in previous period (4 weeks)
- Work anticipated for next period (4 weeks)
- Summary of external meetings

Bi-weekly Project Management Meetings will be held with Core Design Team members to review project status.

- An agenda will be sent one day prior to the scheduled meeting to all task leaders, core team members and the CITY Project Manager.
- Meeting minutes will be distributed to all task leaders, core team members and the CITY Project Manager

W. Project Quality Control Plan

The PB Project Manager (PM) has the primary responsibility for following the quality control plan and specifically the implementation of the Project Quality Control Procedures.

- Internal quality reviews will be conducted prior to submittal of each milestone deliverable. All preliminary documents will be submitted to the PM prior to distribution for final review.
- The PM will disseminate material by task to the appropriate reviewer. Written review comments will be returned to the Project Manager in the form of red-lined plans and/or supporting review report.
- After review comments are incorporated, paper copies of the final report or deliverable will be given to the client.

SECTION III – SCHEDULE

The following schedule represents the performance schedule excluding the time taken by the City and other reviewing agencies:

1. Submit Concept Design within **260** Calendar Days from Notice to Proceed
2. Submit Field Check Plans within **470** Calendar Days from Notice to Proceed
3. Submit Right-of-Way Tract Maps within **590** Calendar Days from Notice to Proceed
4. Submit Office Check Plans within **910** Calendar Days from Notice to Proceed
5. Submit Final Plans within **1020** Calendar Days from Notice to Proceed

The above schedule is intended for the submittal of Concept Design no later than 7/15/2008; Field Check Plans no later than 2/15/2009; Right-of-Way Tract Maps no later than 6/15/2009; Office Check Plans no later than 5/1/2010; and Final Plans no later than 8/15/2010 assuming Notice to Proceed on or before 11/1/2007 and Concept Design approval on or before 10/15/2008.

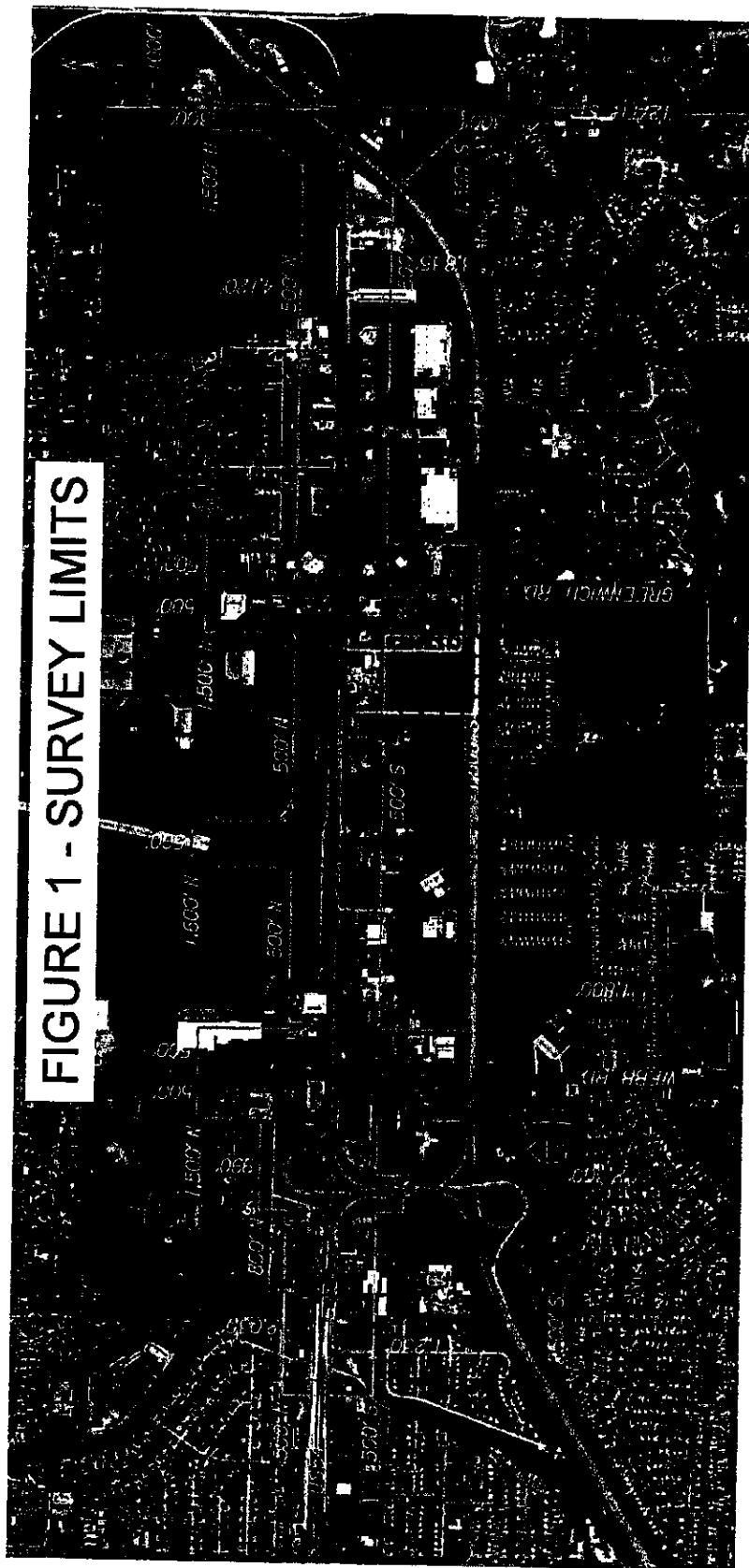


FIGURE 1 - SURVEY LIMITS

- Aerial Topography & Ground Survey Limits
- Laser Scanning Limits
- Ground Shots to be Incorporated in TIN File
- Additional Coverage Area for Drainage Survey

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be

canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit "C" – Fee

Project I: East Kellogg Improvements (US-54) from Cypress to 127th Street

Estimated Hours	<u>31846</u>
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Estimated Direct Salary Cost	<u>\$ 1,154,344.90</u>
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Overhead	<u>154.7%</u>	<u>\$ 1,785,771.56</u>
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	Subtotal = <u>\$ 2,940,116.46</u>
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Fixed Fee	<u>\$ 352,813.98</u>
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	Subtotal = <u>\$ 3,292,930.44</u>
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Direct Expenses

TranSystems Corporation	<u>\$ 1,344,700.00</u>
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MKEC Engineering Consultants, Inc.	<u>\$ 1,082,480.00</u>
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Baughman Company, P.A.	<u>\$ 304,563.92</u>
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M.J. Harden Associates, Inc.	<u>\$ 39,725.00</u>
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Terracon Consultants	<u>\$ 227,225.00</u>
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Land Acquisitions, Inc.	<u>\$ 17,500.00</u>
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Vicki Scuri SiteWorks	<u>\$ 148,500.00</u>
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Kent Williams Environmental Design	<u>\$ 100,000.00</u>
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Reproduction	<u>\$ 207,472.00</u>
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Travel & Meals	<u>\$ 18,445.00</u>
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Shipping	<u>\$ 5,800.00</u>
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Meeting Rooms, Equipment & Other	<u>\$ 6,260.00</u>
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Total Direct Expense =	<u>\$ 3,502,670.92</u>
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Total Reimbursable Amount =	<u>\$ 6,795,601.36</u>
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**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: Preliminary Design Agreement: Kellogg, from 127th St. East to 159th St. East
(District II)

INITIATED BY: Department of Public Works

AGENDA: New Business

.....

Recommendation: Approve the Design Project and Consultant Engineering Agreement.

Background: The 2007-2016 Capital Improvement Program includes funding to design East Kellogg improvements. On June 22, 2007, the Staff Screening and Selection Committee selected PB Americas, Inc. (PB) to prepare preliminary plans for a freeway from 127th St. East to 159th St. East. The east Kellogg Corridor is rapidly becoming urbanized. By developing concepts now, needed future right-of-way can be identified and preserved prior to development. The plans will establish a configuration for future right-of-way acquisition requirements from the K-96 interchange to the Butler County line.

Analysis: The project is part of an ongoing effort to upgrade East Kellogg to a freeway standard to the Butler County line.

Financial Considerations: The PB design fees total \$2,990,367. The funding source is the local sales tax.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing a safe and efficient transportation system. It addresses the Economic and Affordable Living goal by providing a public improvement which reduces the cost of transportation. It also improves the air quality of the region whereby the goal of a Safe and Secure Community is met by improving environmental health.

Legal Considerations: The authorizing Ordinance and Agreement have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the preliminary plans project, approve the Agreement, place the Ordinance on first reading, and authorize the signing of State/Federal agreements as required.

Attachment: CIP Sheet, Ordinance, and Agreement.

First Published in the Wichita Eagle

ORDINANCE NO. _____

AN ORDINANCE DECLARING **KELLOGG, BETWEEN 127TH ST. EAST AND 159TH ST. EAST (472-84614)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **Kellogg, between 127th St. East and 159th St. East (472-84614)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Kellogg, between 127th St. East and 159th St. East (472-84614)** as a main trafficway in the following particulars:

The design of a roadway as necessary for a major traffic facility.

SECTION 3. The cost of the above described improvement is estimated to be **Two Million Nine Hundred Ninety Thousand Three Hundred Sixty-Seven Dollars (\$2,990,367)** exclusive of the cost of interest on borrowed money, with the total paid by City of Wichita Local Sales Tax Funds. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/7/2007	4. Project Description & Location Kellogg: 127th St. East - 159th St. East
5. CIP Project Number E-150002-150004	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required	As Required	12. Project Cost Estimate	
ITEM	GO	SA	LST
Right of Way			TOTAL
Paving, grading & const.			\$2,990,367
Bridge & Culverts			\$2,990,367
Drainage			
Sanitary Sewer			
Sidewalk			
Water			
Railroad			
Totals			\$2,990,367
Total CIP Amount Budgeted			\$2,990,367
Total Prelim. Estimate			

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:
Design Only

472-84614

13. Recommendation: Approve the Project, agreement and place the Ordinance on 1st Reading

Division Head <i>Sam Aronson</i>	Department Head <i>Sam Aronson</i>	Budget Officer <i>Sam Aronson</i>	City Manager <i>Sam Aronson</i>
Date	Date	Date	Date
		11-16-07	

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PB AMERICAS, INC.

for

EAST KELLOGG IMPROVEMENTS (US-54)
FROM 127TH TO 159TH STREET

THIS AGREEMENT, made this _____ day of _____, 2007, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PB AMERICAS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

East Kellogg Improvements (US-54) from 127th to 159th Street (Project II)
(Project No. 472 84614)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing East Kellogg improvements and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the City's approved Project Development Procedure for Non-HNS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation

Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Control Devices (MUTCD), as applicable.

- C. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- D. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- E. To save and hold CITY and the Secretary of Transportation, Kansas Department of Transportation harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by the negligent errors and omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- F. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- G. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- H. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- I. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- J. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- K. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$50,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- L. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work

required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be based upon the ENGINEER'S actual costs and may be less than the estimated amount. Payment shall be full compensation for salary costs, expenses, overhead (overhead to be applied to straight-time salary cost only with premium overtime reimbursed at cost), profit, subcontracting and all other costs required in performing the work described herein. Overhead includes fringe benefits. The test of the allowability to be applied for this agreement shall be based on the provisions of the agreement and on the reasonableness of allocation of costs under generally accepted accounting principles and practices. Overhead costs shall be computed by multiplying an Overhead Factor times the actual salaries or wages paid to personnel assigned to the PROJECT. The Overhead Factor shall be 154.7 percent for the work required by this agreement. The ENGINEER shall submit to CITY the basis for the overhead rate prior to any payments.

Total payments to the ENGINEER for the preparation of the work associated with the PROJECT shall include the actual costs accruing in the performance of the professional services as outlined in this agreement which are estimated to amount to \$2,846,520.57 plus a fee for profit which shall be twelve (12) percent of the ENGINEER'S actual costs so that the total payments shall not exceed the sum of \$2,990,366.10 and shall generally be in accordance with the estimate provided as Exhibit C. Profit shall not be applied to subcontractors, i.e., landscape architectural services, geotechnical services, etc.; or to direct expenses such as plan reproduction, CAD system services, etc.

During the progress of work covered by this agreement, partial payments may be made to the ENGINEER at intervals of four (4) weeks. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work. Billings submitted during the progress of the work will be paid on the basis of the costs accrued to the PROJECT plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs. Accumulated partial payments for the PROJECT shall also be based on milestones in Exhibit A and shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement.

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

SEAL:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf / 9/1/08

Gary Rebenstorf, Director of Law

PB AMERICAS, INC.

✓ [Signature] / 9/1/08, Senior Vice President

(Name & Title)

ATTEST:

Exhibit "A" – Scope

Project II: East Kellogg Improvements (US-54) from 127th Street to 159th Street

SECTION I – GENERAL SCOPE OF SERVICES

Project Description:

The project scope will consist of survey, development of alternative concepts, preparing field check plans and cost estimate, and preparing right-of-way documents for a six to eight lane urban freeway with frontage roads. The anticipated project length is approximately two miles on Kellogg Avenue, beginning approximately at 127th Street East extending east to the Sedgwick/Butler County line. The beginning of the Project will be determined in conjunction with Project I, East Kellogg Improvements from Cypress to 127th Street. The scope assumes interchange at K-96, an interchange at one additional location as determined during the concept development, and associated Side Road Improvements within the project limits. The primary purpose of this scope of services is to define right-of-way requirements.

The Design Project Schedule will begin at Notice To Proceed (NTP) and end at the Right-of-Way Tract Map submittal date as noted in the Schedule section of this proposal. All work to be performed by PB beyond the Right-of-Way Tract Map submittal date, herein referred to as Phase II: Construction Plans and Specifications - Final Design, shall be compensated for through a Phase II Supplement to be executed between the CITY and PB prior to rendering of such services.

Design Phases

1. Phase I – Concept Development
 - a) Surveys
 - b) Existing traffic counts & future projection
 - c) Evaluation of alternative design concepts
 - d) Selection of a FINAL concept
2. Phase II – Plan Development
 - a) Field Check Plans
 - b) ROW Strip Map & ROW Tract Maps

Construction Package

One single construction package is expected for the project assignment. Field Check plans will be formatted into a single set of plans.

Design Components:

1. Survey
2. Traffic Engineering
3. Roadway Design & Paving (Freeway & Interchanges, CITY Streets & Frontage Roads)
4. Structures (Grade Separations, Drainage Structures, Retaining Walls and Noise Walls)
5. Drainage (Storm Sewer System, Stream Crossings, Adjacent Storm Water Detention Ponds)
6. Traffic Signals (for traffic analysis only, final design is not included)
7. Pavement Marking (for traffic analysis only, final design is not included)
8. Project Signing (for traffic analysis only, final design is not included)
9. Art & Aesthetics (concept only)

10. Landscaping (concept only for coordination with Art & Aesthetics)
11. ROW Strip and ROW Track Maps
12. Utilities
13. Maintenance of Traffic during construction (MOT)
14. Environmental Clearances and Approvals

Design Process:

1. Public Involvement
2. Continuous Design & Constructability Interface (CDCI) / Cost Estimation
3. Interagency Coordination (KDOT/FHWA/KTA/Sedgwick County/Butler County/CITY of Andover)
4. Project Management
5. Quality Control & Quality Assurance (QAQC)

Plan Preparation Format

In general the level of plan details will be similar to the KDOT plan preparation process utilizing CITY standard drawings and CITY plan preparation process for detail drawings where applicable. General plan drawings shall be at 1"=50' scale with detail drawings at 1"=20' scale. Plans will be prepared in US Customary/English Units and follow the KDOT plan sheet sequence.

Deliverables

1. Survey Notes and Information
 - a. Electronic elevation data files .TIN, .dat and .DWG formats
 - b. CD-ROM containing digital planimetric and contour data in .DWG format
 - c. DVD containing digital ortho data in .TIFF format
 - d. Field Survey Books
 - e. Final Survey Notes
 - f. Electronic files of Survey information
2. Traffic Analysis Report
 - a. PB will update the regional travel demand model supplied by WAMPO with current socioeconomic data
 - b. PB will prepare a summary report of the data collected, traffic projections, analysis results and recommendations.
3. Concept Schematic & Report
 - a. PB will provide a maximum of 9 'thick line' schematic concept drawings
 - b. PB will provide a maximum of four (4) VISSIM simulations
 - c. PB will conduct six (6) workshop meetings with CITY staff
 - d. PB will prepare one (1) draft strip map schematic of CITY Staff approved concept including typical sections, plan and both mainline and frontage road profiles
 - e. PB will prepare one (1) final strip map schematic to present the CITY Council including final typical sections, plan and both mainline and frontage road profiles
 - f. PB will prepare report of final concept
4. Drainage Analysis Report
 - a. Preliminary (Draft) Report
 - b. Final Report
5. Art & Aesthetic Report (paper copies and electronic pdf file)
 - a. PB will conduct two (2) meetings with CITY staff
 - b. PB will conduct five (5) joint meetings with CITY Council and Design Council
6. Field Check Plans
7. ROW Strip Map and ROW Tract Maps
 - a. One (1) Right-of-way Strip Map

- b. Tract Maps
 - c. Legal Descriptions
- 8. Utilities
 - a. CITY Water Plans
 - b. CITY Sanitary Sewer Plans
 - c. Prepare utility conceptual plan
 - d. Prepare meeting minutes for quarterly ULCC meetings
 - e. Prepare utility plans for one (1) ULCC Plan submittal
 - f. Prepare master utility conflict list for one (1) ULCC Plan submittal
- 9. Maintenance of Traffic (MOT) Plans
 - a. Phased construction sequence
- 10. Environmental Documents
 - a. Environmental Scan
 - i. One (1) kick-off meeting with CITY and KDOT staff
 - ii. Environmental constraints map
 - 1. One (1) draft
 - 2. One (1) final
 - iii. Environmental constraints report
 - 1. One (1) draft
 - 2. One (1) final
 - iv. One (1) public presentation.
 - v. Notify public and regulatory agencies of potential environmental impacts
 - b. Categorical Exclusion (CE) Documentation
 - i. One (1) draft
 - ii. One (1) final
 - c. Section 4(f) Documentation
 - i. Two (2) drafts
 - ii. One (1) Final
 - iii. One (1) public information meeting
 - d. Section 6(f) Documentation
 - i. Two (2) drafts
 - ii. One (1) Final
 - iii. One (1) public information meeting
 - e. Environmental Site Assessment
 - i. One (1) draft
 - ii. One (1) final
- 11. Public Involvement Supporting Information
 - a. PB will prepare meeting minutes for 30 one-on-one meetings with property owners
 - b. PB will prepare meeting minutes for two (2) CITY Council meetings
 - i. One (1) CITY Council meeting in a workshop format
 - ii. One (1) CITY Council meeting for final concept approval
 - c. PB will provide supporting information and attend six (6) DAB meetings
 - d. PB will provide supporting information and attend one (1) public meetings in an Open House format
 - e. PB will prepare a log of all public comments
 - f. PB will provide sign in sheets and comment cards for the public meeting, CITY Council workshop and DAB meetings
 - g. PB will provide the venue cost for one (1) meeting
 - h. PB will prepare and distribute/announce publications, public information, mailings and handouts to public/stakeholders/appropriate agencies
 - i. PB will prepare and distribute quarterly newsletters to affected property owners and stakeholders

12. Continuous Design & Constructability Interface / Cost Estimation
 - a. PB will prepare monthly memorandums documenting constructability review findings and suggestions and current construction cost estimate
 - b. PB will prepare memorandums documenting constructability review findings and suggestions for milestone submittals
 - c. PB will submit estimate of construction cost with each plan submittal
 - d. PB will facilitate one (1) round-table constructability meeting
13. Interagency Coordination
 - a. PB will prepare meeting minutes for 10 face-face meetings with coordinating agencies
14. Reports of Progress

CITY Responsibilities

1. CITY will provide current and applicable standard drawings, CITY utility information, engineering drawings, reports and all existing information and data pertinent to the project.
2. CITY will provide supporting information for quarterly newsletters for property owners and stakeholders
3. CITY will update CITY website with current project status and information.

WAMPO Responsibilities

1. WAMPO provide PB with the regional travel demand model to update.

KDOT Responsibilities

1. KDOT will prepare and submit initial and final "Status of Projects Environmental Concerns" letters to the FHWA.

SECTION II – SPECIFIC SCOPE DETAILS

A. SURVEY

Survey will be performed using a combination of Aerial Photogrammetry, Conventional Ground Survey and Laser Scanning. All survey information will be compiled into a single system of electronic files for topography and digital terrain modeling (TIN). The physical limits of the work are shown in Figure 1.

A.1 Aerial Photogrammetry

- The flight altitudes will be such to attain 0.25 feet ground resolution for 1"=50' scale plans
- Contours will be at one (1) foot intervals
- Data from ground surveys for hard pavement shots, obscure areas and Laser Scan areas will be incorporated in the compilation of final digital terrain modeling

A.2 Ground Survey

- Control Survey as per requirements for 2nd Order Control Survey as per KDOT Volume II Coordinating Section Survey Manual
- Topographical surveys not covered by Aerial Photogrammetry and High Resolution Scan
- Drainage Survey
- Locate utilities

A. 3 High Resolution Scan

- Complete a High Resolution Scan to supplement ground survey and aerial photogrammetry to incorporate in the compilation of final digital terrain modeling at the following locations:
 - 1) Kellogg Avenue and K-96 Interchange
 - 2) K-96 Overpass at I-35 (KTA)
 - 3) I-35 (KTA) Connector Overpass at K-96
 - 4) K-96 Connector Overpass at I-35 (KTA)

B. TRAFFIC ENGINEERING

The scope consists of the development of construction year and design year traffic volume forecasts, operational analysis of the corridor using those forecasts, and development of recommended modifications to the corridor.

B.1 Traffic Counts and Future Projections

- AM/PM peak hour turning movement counts at seven (7) locations
 - 1) K-96 and I-35 (KTA) ramp terminals (2' locations)
 - 2) Kellogg Avenue and 143rd Street
 - 3) Kellogg Avenue and 159th Street
 - 4) Kellogg Avenue and One Wood
 - 5) Kellogg Avenue and Andover Road
 - 6) Two additional locations to be determined
- 24-hour machine traffic counts at sixteen (16) locations
 - 1) Kellogg Avenue and K-96 (4 locations)
 - 2) I-35 and the KTA connector (4 locations)

- 3 to 7 day machine counts at eight (8) locations
 - 1) Kellogg Avenue east of K-96
- Review anticipated land use changes within one mile of the study corridor with CITY and Wichita Area Metropolitan Planning Organization (WAMPO) staff.
- Update the regional travel demand model supplied by WAMPO with current socioeconomic data.
- Apply growth factors developed from the model projections to the field traffic counts conducted to develop construction and design year peak hour traffic volumes.
- Conduct operational analysis using Highway Capacity Manuals (HCM) methodologies at the interchanges and weave and merge areas along the corridor.
- Develop and analyze two (2) access control/management strategies along the corridor.
- Conduct six (6) project team workshops with the CITY to discuss interchange concepts.
 - 1) Two (2) workshops to brainstorm schematic layouts for the entire project corridor.
 - 2) Two (2) workshops to refine the concept schematics.
 - 3) Two (2) workshops to define the schematics and conduct constructability review.
- Maximum of 9 concepts consisting of schematic 'thick line' drawings will be developed for each interchange
 - 1) Six (6) at K-96/Kellogg Avenue/I-35(KTA)
 - 2) Three (3) for one additional interchange between 143rd Street and One Wood
- Maximum of four (4) VISSIM simulation models will be developed
 - 1) Two (2) at K-96/Kellogg Avenue/I-35(KTA)
 - 2) Two (2) for one additional interchange between 143rd Street and One Wood

C. ROADWAY DESIGN

The scope of services consists of performing design, plan preparation and construction cost estimates from the Concept Development to Right-of-Way Tract Maps for:

- Kellogg Avenue (Freeway)
- K-96 Interchange
- One additional interchange between 143rd Street and One Wood
- Parallel Frontage Roads
- Arterial Streets
- Secondary Side Roads & Entrances

The mainline will consist of a continuous divided 6 to 8 lane urban freeway designed for 70 mph speed for through traffic. The freeway section will be elevated or at grade as warranted. Concrete pavement is assumed for all roadway design with the possibility of asphalt transitions on the side roads.

C.1 Freeway, Interchanges & Cross-over

- Horizontal and Vertical alignment will be prepared for the mainline for no more than two (2) final alternatives screened from initial 'thick line' schematics.
- Interchange layout will be prepared with horizontal alignment only for no more than two (2) final alternatives during the concept phase for each of the following locations: K-96 and one additional interchange between 143rd Street and One Wood.
- No exclusive cross-overs are anticipated except at planned interchanges.

C.2 Frontage Roads

The frontage road design will include curb and gutter, inlets, driveways, valley gutters, ADA compliant sidewalks, turn lanes and storage bays.

- Horizontal and Vertical alignment will be prepared for the parallel Frontage Roads for no more than two (2) final alternatives screened from initial 'thick line' schematics.
- Frontage Roads will consist of one way two lanes throughout the length of the project with added lane(s) for on/off ramps and turn lanes for arterial intersections and cross-over. The roadway section will be curb & gutter with twelve foot lanes
- Secondary Side Roads shall consist of two-lanes; one north bound one south bound and shall match existing in minimum practical distance, assumed to be no more than 150 feet in length. The roadway section will be curb & gutter with twelve foot lanes.

C.3 Arterial Streets

Arterial street design will include curb and gutter, inlets, driveways, valley gutters, ADA compliant sidewalks, turn lanes and storage bays.

- Horizontal alignment will be evaluated for no more than two (2) alternatives during concept development. Vertical alignment will not be addressed until a final horizontal alignment has been approved.
- The following Arterial Streets are assumed:
 - 1) 143rd Street is assumed to be approximately 600 feet in length north of the north frontage road curb return and approximately 600 feet in length south of the south frontage road curb return.
 - 2) 159th Street is assumed to be approximately 600 feet in length north of the north frontage road curb return and approximately 600 feet in length south of the south frontage road curb return.

C.4 Secondary Side Roads, & Entrances

- Secondary Side Roads shall consist of two-lanes; one north bound one south bound and shall match existing in minimum practical distance, assumed to be no more than 150 feet in length. The roadway section will be curb & gutter with twelve foot lanes.

D. STRUCTURES

The scope includes preliminary type, size and location (TS&L) for the purpose of Field Check and ROW Tract Map preparation only. Considerations will include preliminary foundation design, retaining wall layout and preliminary Art & Aesthetic concepts only.

Design will be in accordance with KDOT Design Manuals, and AASHTO Bridge Design Specifications.

D.1 Grade Separations

- North Frontage Road Bridge over I-35
- K-96/Kellogg Avenue Interchange structures – either new or modifications to existing
- One additional structure for an interchange between 143rd Street and One Wood

D.2 Drainage Structures

- Two (2) Span Bridges
- Two (2) RCB Bridges

D.3 Retaining/Noise Walls

- Retaining and noise wall layouts will be incorporated in the roadway plan drawings for the purpose of identifying right-of-way requirements.

E. DRAINAGE

E.1 Storm Sewer System

The scope includes the design of a closed storm sewer system for the mainline, frontage roads and side roads within the project limits. The scope of services does not include the design of storm sewer pump stations based on the assumption that sump conditions will not exist.

- Prepare one (1) concept phase evaluation for the storm sewer system.
- Prepare ULCC potential conflict lists prior to one (1) ULCC subcommittee meetings.

E.2 Stream Crossings

- Drainage design will generally follow KDOT's Drainage Design Manual Volume III and the City's Drainage and Storm Sewer Policy. A new hydrologic and hydraulic analysis for the project corridor will be developed as well as for major watersheds outside the right of way draining through the project corridor.
- KDOT Hydraulic Assessment Checklists will be prepared for each bridge structure at stream crossings

E.3 Drainage Report

- A drainage report will be prepared using the format of Engineering Division Final Drainage Plan Submittal Checklist (City of Wichita's Public Works, February 2007) as applicable.
- The Drainage Report will be submitted twice.
 1. Preliminary Drainage Report to include:
 - a. Off-site hydrologic analysis summary
 - b. Off-site hydraulic analysis summary/boundary conditions for on-site hydraulic analysis
 - c. On-site analysis and design assumptions
 2. Final Drainage Report to include the above with final on-site hydrologic and hydraulic analysis results.

F. ART & AESTHETICS

The Art and Aesthetics approach will be based on relevance to the community and history of Wichita and the route, integration with the structures and cost effectiveness.

The CITY shall enter into a separate agreement with the ARTIST(s) directly for any reuse elsewhere of art concepts or details developed for this project.

G. LANDSCAPING

Concept phase will address the general location of landscape elements, specific landscape elements will not be addressed in this scope of services.

H. ROW STRIP AND ROW TRACT MAPS

PB will prepare a right-of-way strip, tract maps and descriptions as required. Preparation of legal descriptions for Right of Entry and submittal of drawings to the City suitable for mailing to property owners is included in the scope of services. Right of Entry limits will not be shown on the plans, only on the tract maps.

I. UTILITIES

I.1 CITY Utilities

The scope of services pertains only to public utilities owned by City of Wichita consisting of Water, Sanitary Sewer and future conduits impacted by the Project. Water and sanitary sewer design will conform to the City of Wichita standards for water and sanitary sewer design.

I.1.1 Water

Water design will include design and location of all water line appurtenances such as line valves, meters, hydrants, blow-off valves, air release valves, concrete encasement of sanitary sewers, bedding, trenching and backfill. This scope of services is based on the following assumed physical extents of the proposed water system:

- Approximately 16,000 lineal feet of large diameter (12" – 24") water line running parallel with the main line with one line located north of the mainline and another south of the mainline.
- Approximately 4 or 5 large diameter (12" – 24") water lines running perpendicular to the mainline connecting the parallel lines mentioned above.
- Approximately 10 small to large diameter connections (2" – 16") to existing water lines generally running perpendicular to the mainline on either side of the mainline.
- Abandonment or removal of approximately 10,000 lineal feet of existing water lines and appurtenances to be taken out of service.

I.1.2 Sanitary Sewer

Sanitary sewer design will include design and location of all sanitary sewer appurtenances such as manholes and drop manhole structures. This scope of services is based on the following assumed physical extents of the proposed sanitary sewer system:

- Review and coordination of approximately 2,600 lineal feet of existing sanitary sewer line in or near the project construction limits. It is assumed that 1,300 lineal feet of this line will be relocated.
- Abandonment and/or removal of approximately 1,300 lineal feet of sanitary sewer line to be taken out of service.

I.1.3 Future Utility Conduits

PB identify a utility corridor for an assumed two (2) CITY utility conduits for future utility lines as part of this scope of services.

I.2 Utility Coordination

Utility coordination shall address conventional telephone, gas, cable television and electric services. Special utilities will be addressed such as the Westar transmission line running along the north side of Kellogg Avenue, plus non-typical utilities such as natural gas, fuel and crude

lines. Where feasible, utilities will be relocated into predetermined utility corridors along the project right-of-way lines. PB will also coordinate with right-of way acquisition such that utility service will continue to be provided to adjacent property owners and lead the effort through the CITY's Utility Location and Coordination Council (ULCC) process.

Actual design of private utility relocations is to be completed by the individual utility company(s).

J. MAINTENANCE OF TRAFFIC (MOT)

Maintenance of Traffic Plans for the corridor will be consistent with KDOT procedures and in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD). The scope of services will include development of a sequencing concept. Detailed MOT device, temporary signing and marking, temporary traffic signal plans, temporary detours and intermediate turnarounds are not included in this scope of services.

K. ENVIRONMENTAL CLEARANCES AND APPROVALS

PB will initiate the environmental documentation process, fill out necessary application forms on behalf of the CITY for appropriate review and signatures by the CITY, provide supporting documents and calculations and assist CITY to submit to respective agencies for clearances and approvals.

K.1 Environmental Clearances and Approvals

PB will complete an environmental scan of the study area, initiate Categorical Exclusion (CE) documents following the selection of the preferred alternative, prepare Section 4(f) and Section 6(f) documentation as deemed necessary by the CE and prepare a Phase I Environmental Site Assessment. Environmental permits, necessary prior to construction, will be completed for the preferred alternative and submitted for approval to the appropriate regulatory agencies.

K.1.1 Environmental Scan

Environmental data collection will include social, economic and environmental (SEE) data, publicly available GIS data to the maximum extent possible and field reconnaissance to verify available data. Specific field studies, e.g.: wetlands delineation, threatened and endangered species habitat assessment, etc., will not be provided until after the preferred alternative is selected and environmental permitting is initiated.

Collected data will be assembled on an environmental constraints map which will be used by the design team, CITY Council and the public as the basis for determining potential impacts during the initial identification of roadway improvement alternatives.

K.1.2 CE Documentation

CE documentation includes environmental clearances for traffic noise, air quality, archaeological salvage, cultural and historical resources, wildlife, farmland protection and hazardous waste. KDOT will prepare and submit initial and final "Status of Projects Environmental Concerns" letters to the FHWA, completed in accordance with FHWA *Technical Advisory T6640.8A*, as the Categorical Exclusion.

PB will work with KDOT to identify potential impacts due to the preferred alternative. All impacted elements will be shown on an environmental constraints map.

K.1.3 Section 4(f) Documentation

The need for preparation of a Section 4(f) document will be determined under the CE as indicated above. If there is no "feasible and prudent" alternative to directly or indirectly impacting the Section 4(f) property, Section 4(f) documentation will be provided in accordance with 49 USC 303 and 16 USC 4601-8(f).

K.1.4 Section 6(f) Documentation

The need for preparation of Section 6(f) documentation will be determined under the CE as indicated above. Section 6(f) documentation will be provided as necessary.

K.1.5 Environmental Site Assessment

PB will provide a Phase I Environmental Site Assessment (ESA) in accordance with *ASTM E 1527-05* for properties to be acquired.

K.2 Permits

Environmental permits will be initiated during the final Plan Development Phase and are not included in this scope of services.

L. PUBLIC INVOLVEMENT

The scope consists of assisting the CITY in meetings with adjacent land owners, CITY Council and District Advisory Boards (DAB's) for the purpose of providing information, obtaining feed back and making presentations to the public, DAB and CITY Council. PB will retain services of a Specialty Consultant to facilitate one (1) meeting during the process of public contact and communication.

M. CONTINUOUS DESIGN & CONSTRUCTABILITY INTERFACE (CDCI) / COST ESTIMATING

The scope of this item is to address constructability of the overall project and individual components continuously from initial concept development to completion of the construction documents. PB construction specialists (RED TEAM) will complete general constructability reviews and update construction cost estimations on a monthly basis as well as conduct in-depth reviews prior to milestone submittals (Concept Schematic and Field Check). In addition, PB will facilitate one (1) round-table meeting in which members of the Association of General Contractors (AGC) of Kansas will be invited to participate and the design team receive contractor input. The goal of this process is to prepare construction documents that address both functionality and constructability in the best possible manner.

Constructability reviews and construction cost estimates will be performed only for FINAL alternatives selected after the screening of the initial alternatives established during Concept Development.

N. INTERAGENCY COORDINATION

The scope of services includes coordination with other governmental agencies for the purposes of information gathering, sharing, approval of design, operations and maintenance of the proposed project including federal funding requirements if desired by the CITY. All coordination with the agencies shall be either initiated by or at the request of the CITY.

- Coordinating agencies are KDOT, KTA, FHWA, Sedgwick County, Butler County and City of Andover
- Meetings will be held throughout the project duration as needed either face-face or via telephone as situations warrant; an assumed ten (10) face-face meetings will be held with coordinating agencies
- Any required trip to the HQ of FHWA (Washington, D.C.) for funding related discussions or related events is not part of this scope of services.

O. PROJECT MANAGEMENT

PB will prepare a Project Management Plan (PMP) that will define the procedural framework for management and control of the services provided in the contract. The Project Management Plan will:

- present the operating procedures linking the City of Wichita and the PB Team;
- assign roles and responsibilities to the individuals of the PB team in performing and managing the work program;
- define the project assignments;
- define the deliverables to be prepared;
- outline quality control procedures;
- provide the production schedule for the project deliverables; and
- define the communication channel between the City of Wichita and the PB Team.

All communication with the City of Wichita will go through the PB Project Manager (PM). All other communication regarding the project must be approved by the PM unless determined otherwise in advance.

- Notes will be taken of all verbal communication with the client and outside agencies and forwarded to the PM. All communications with outside Agencies must be documented in writing with a copy to the project files and PM.
- Meetings will be documented with summary minutes copied to attendees, project files, and PM.
- All correspondence to the City of Wichita from the PB Team shall be directed or approved by PM.
- Any communication with the public or press shall be from the City of Wichita only, unless specifically directed by the City of Wichita contract administrator.
- Agencies other than the City of Wichita may be contacted directly to request information provided that both the City and PM have approved the contact prior to communication and are copied on the communication.
- E-mail shall conform to the above procedures.
- All electronic communication shall be filed within the Project Directory Structure and conform to the communication file naming convention.

Reports of Progress will be distributed to the CITY every (4) weeks coinciding with invoices. Reports of Progress will address:

- Physical percent complete
- Financial percent complete
- Comparison of actual man-hours spent vs. anticipated man-hours
- Work performed in previous period (4 weeks)
- Work anticipated for next period (4 weeks)
- Summary of external meetings

Bi-weekly Project Management Meetings will be held with Core Design Team members to review project status.

- An agenda will be sent one day prior to the scheduled meeting to all task leaders, core team members and the CITY Project Manager.
- Meeting minutes will be distributed to all task leaders, core team members and the CITY Project Manager

P. Project Quality Control Plan

The PB Project Manager (PM) has the primary responsibility for following the quality control plan and specifically the implementation of the Project Quality Control Procedures.

- Internal quality reviews will be conducted prior to submittal of each milestone deliverable. All preliminary documents will be submitted to the PM prior to distribution for final review.
- The PM will disseminate material by task to the appropriate reviewer. Written review comments will be returned to the Project Manager in the form of red-lined plans and/or supporting review report.
- After review comments are incorporated, paper copies of the final report or deliverable will be given to the client.

SECTION III – SCHEDULE

The following schedule represents the performance schedule excluding the time taken by the City and other reviewing agencies:

1. Submit Concept Design within **260** Calendar Days from Notice to Proceed
2. Submit Field Check Plans within **470** Calendar Days from Notice to Proceed
3. Submit Right-of-Way Tract Maps within **590** Calendar Days from Notice to Proceed

The above schedule is intended for the submittal of Concept Design no later than 7/15/2008; Field Check Plans no later than 2/15/2009; and Right-of-Way Tract Maps no later than 6/15/2009 assuming Notice to Proceed on or before 11/1/2007 and Concept Design approval on or before 10/15/2008.



**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be

- canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit "C" – Fee

Project II: East Kellogg Improvements (US-54) from 127th Street to 159th Street

Estimated Hours			<u>13389</u>
Estimated Direct Salary Cost			<u>\$ 470,637.12</u>
Overhead	<u>154.7%</u>		<u>\$ 728,075.62</u>
		Subtotal =	<u>\$ 1,198,712.74</u>
Fixed Fee			<u>\$ 143,845.53</u>
		Subtotal =	<u>\$ 1,342,558.27</u>
Direct Expenses			
TranSystems Corporation	<u>\$ 836,800.00</u>		
MKEC Engineering Consultants, Inc.	<u>\$ 339,260.00</u>		
Baughman Company, P.A.	<u>\$ 279,996.83</u>		
M.J. Harden Associates, Inc.	<u>\$ 50,350.00</u>		
Land Acquisitions, Inc.	<u>\$ 32,500.00</u>		
Vicki Scuri SiteWorks	<u>\$ 36,000.00</u>		
Kent Williams Environmental Design	<u>\$ 25,500.00</u>		
Reproduction	<u>\$ 34,941.00</u>		
Travel & Meals	<u>\$ 8,310.00</u>		
Shipping	<u>\$ 2,850.00</u>		
Meeting Rooms, Equipment & Other	<u>\$ 1,300.00</u>		
	Total Direct Expense =		<u>\$ 1,647,807.83</u>
	Total Reimbursable Amount =		<u>\$ 2,990,366.10</u>

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: Kellogg, from Cypress to 159th St. East (District II)

INITIATED BY: Department of Public Works

AGENDA: New Business

.....

Recommendation: Approve the Right-of-Way Acquisition Project.

Background: The 2007-2016 Capital Improvement Program includes funding for East Kellogg improvements. Funding is needed at this time for opportunity right-of-way purchases.

Analysis: The project is part of an ongoing effort to upgrade East Kellogg to a freeway standard to the Butler County line. If Council approves this request, funding would be available to purchase needed parcels as they become available.

Financial Considerations: The project budget is \$500,000. The funding source is the local sales tax.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing a safe and efficient transportation system. It addresses the Economic and Affordable Living goal by providing a public improvement which reduces the cost of transportation. It also improves the air quality of the region whereby the goal of a Safe and Secure Community is met by improving environmental health.

Legal Considerations: The authorizing Ordinance has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the project, place the Ordinance on first reading, and authorize the signing of State/Federal agreements as required.

Attachment: CIP Sheet, Ordinance

First Published in the Wichita Eagle

ORDINANCE NO. _____

AN ORDINANCE DECLARING **KELLOGG, BETWEEN CYPRESS AND 159TH ST. EAST (472-84634)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **Kellogg, between Cypress and 159th St. East (472-84634)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **Kellogg, between Cypress and 159th St. East (472-84634)** as a main trafficway in the following particulars:

The acquisition of right-of-way as necessary for a major traffic facility.

SECTION 3. The cost of the above described improvement is estimated to be **Five Hundred Thousand Dollars (\$500,000)** exclusive of the cost of interest on borrowed money, with the total paid by City of Wichita Local Sales Tax Funds. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

- USE:
1. Prepare in triplicate
 2. Send original & 2 copies to budget.
 3. City Manager to sign all copies.
 4. File original w/ initiating resolution in City Clerk.
 5. Return 2nd copy to initiating department.
 6. Send 3rd copy to Controller.





To Initiate Project	X
To Revise Project	

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 11/7/2007	4. Project Description & Location Kellogg Cypress - 159th St East	
5. CIP Project Number F-150001-150404	6. Accounting Number	7. CIP Project Date (Year) 2007	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	LST	TOTAL
Right of Way			\$500,000	\$500,000
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Railroad				
Totals			\$500,000	\$500,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				472-84634

Platting Required	Yes	No
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

13. Recommendation: Approve the Project and place the Ordinance on 1st Reading

Division Head 	Department Head 	Budget Officer 	City Manager 
Date	Date	Date	Date

**City of Wichita
City Council Meeting
December 4 , 2007**

TO: Mayor and City Council Members

SUBJECT: AMENDMENTS TO SECTION 5.26.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO POSSESSION OF DRUG PARAPHERNALIA.

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: The 2007 Kansas Legislature amended K.S.A. 65-4150, 65-4151, and 65-4152, in House Bill No. 2062. The amendments encompassed items deemed to be drug paraphernalia, and criminal violations for possessing drug paraphernalia. Essentially, in the amendments, the Legislature included a more extensive list of items considered to be drug paraphernalia. Amendments to City of Wichita ordinance 5.26.030 incorporates the changes from the state statutes.

Analysis: The amendments to City of Wichita Ordinance 5.26.030 should be passed, in order to comply with the legislative mandates of House Bill No. 2062. Amendments would make city ordinance consistent with violations under state statutes.

Financial Considerations: None.

Goal Impact: Provide a Safe and Secure Community. This amendment will allow the Police Department and Law Department to continue to charge and prosecute violations of Possession of Drug Paraphernalia.

Legal Considerations: The City of Wichita Law Department drafted the amended ordinance and approved it as to form.

Recommendations/Actions: Place the ordinance on first reading.

(First Published in The Wichita Eagle on _____)

December 4, 2007

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 5.26.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO POSSESSION OF DRUG PARAPHERNALIA.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
WICHITA, KANSAS:

Section 1. 5.26.030 of the Code of the City of Wichita, Kansas, shall read as follows:

- (a) No person shall use or possess with intent to use:
 - (1) Any simulated controlled substance;
 - (2) any drug paraphernalia to use, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of the uniform controlled substances act;
 - (3) any drug paraphernalia for the planting, propagation, growing or harvesting of less than five marijuana plants.
- (b) The fact that an item has not yet been used or did not contain a controlled substance at the time of the seizure is not a defense to a charge that the item was possessed with the intention for use as drug paraphernalia.
- (c) As used in this section:
 - (1) “Controlled substance” means any drug, substance or immediate precursor included in any of the schedules designated in K.S.A. 65-4105, 65-4107, 65-4109, 65-4111 and 65-4113, and amendments thereto.
 - (2) “Drug Paraphernalia” means all equipment and materials of any kind which are used, or primarily intended or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting,

producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance and in violation of the uniform controlled substances act. “Drug paraphernalia” shall include, but is not limited to:

- (a) Kits used or intended for use in planting, propagating, cultivating, growing or harvesting any species of plant which is a controlled substance or from which a controlled substance can be derived.
- (b) Kits used or intended for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances.
- (c) Testing equipment used or intended for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances.
- (d) Scales and balances used or intended for use in weighing or measuring controlled substances.
- (e) Diluents and adulterants, including but not limited to quinine hydrochloride, mannitol, mannite, dextrose and lactose, which are used or intended for use in cutting controlled substances.
- (f) Separation gins and sifters used or intended for use in removing twigs and seeds from or otherwise cleaning or refining marijuana;
- (g) Blenders, bowls, containers, spoons and mixing devices used or intended for use in compounding controlled substances.
- (h) Capsules, balloons, envelopes, bags and any other item or container used or intended for use in packaging, possessing, or transporting controlled substances.
- (i) Containers and any other object used or intended for use in storing or concealing controlled substances.

(j) Hypodermic syringes, needles and other objects used or intended for use in parenterally injecting controlled substances into the human body.

(k) Objects used or primarily intended or designed for use in ingesting, inhaling or otherwise introducing any unlawful controlled substance into the human body, which shall include but not be limited to: Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes with or without screens, permanent screens, hashish heads or punctured metal bowls, water pipes, bongs or smoking pipes designed to draw smoke through water or another cooling device, carburetion pipes, glass or other heat resistant tubes or any other device used or intended to be used, designed to be used to cause vaporization of a controlled substance for inhalation, smoking and carburetion masks, roach clips, miniature cocaine spoons and cocaine vials, chamber smoking pipes, carburetor smoking pipes, electric smoking pipes, air-driven smoking pipes, chillums, bongs, ice pipes or chillers, any smoking pipe manufactured to disguise its intended purpose, wired cigarette papers, or cocaine freebase kits.

(3) “Person” means any individual, corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership, or association or other legal entity.

(4) “Simulated Controlled Substance” means any product which identifies itself by a common name or slang term associated with a controlled substance and which indicates on its label or accompanying promotional material that the product simulates the effect of a controlled substance.

(d) In determining whether an object is drug paraphernalia, a court or other authority shall consider, in addition to all other logically relevant factors, the following:

(1) Statements by an owner or person in control of the object concerning its use.

- (2) Prior convictions, if any, of an owner or person in control of the object, under any state or federal law relating to any controlled substance.
- (3) The proximity of the object, in time and space, to a direct violation of the uniform controlled substances act.
- (4) The proximity of the object to controlled substances.
- (5) The existence of any residue of controlled substances in the object.
- (6) Direct or circumstantial evidence of the intent of an owner or person in control of the object , to deliver it to a person the owner or person in control to the object knows, or should reasonably know, intends to use the object to facilitate a violation of the uniform controlled substances act. The innocence of an owner or person in control of the object as to a direct violation of the uniform controlled substances act shall not prevent a finding that the object is intended for use as drug paraphernalia.
- (7) Oral or written instructions provided with the object concerning its use.
- (8) Descriptive materials accompanying the object which explain or depict its use.
- (9) National and local advertising concerning the object's use.
- (10) The manner in which the object is displayed for sale.
- (11) The existence and scope of legitimate uses for the object in the community.
- (12) Expert testimony concerning the object's use.
- (13) Any evidence that alleged paraphernalia can or has been used to store a controlled substance or to introduce a controlled substance into the human body as opposed to any legitimate use for the alleged paraphernalia.
- (14) Advertising of the item in magazines or other means which specifically glorify, encourage or espouse the illegal use, manufacture, sale or cultivation of controlled substances.

(e) A violation of this ordinance is a misdemeanor, and the sentence, upon conviction, shall be imprisonment of up to 12 months in the Sedgwick County Jail and/or a fine not exceeding \$2,500.

Section 2. The original Section of 5.26.030 of the Code of the City of Wichita, Kansas, is hereby repealed.

Section 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf
Director of Law and City Attorney

(First Published in The Wichita Eagle on _____)

December 4, 2007

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 5.26.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO POSSESSION OF DRUG PARAPHERNALIA.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. 5.26.030 of the Code of the City of Wichita, Kansas, shall read as follows:

~~It is unlawful for any person to use or possess with intent to use any drug paraphernalia.~~
~~F or the purposes of this section, "drug paraphernalia" means all equipment, products and materials of any kind which are used or intended for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance in violation of Section 5.26.010 herein, or t he Uniform Controlled Substances Act, K.S.A. 65-4101 et. seq., and amendments thereto. "Drug paraphernalia" shall include, but is not limited to, those items set forth in subsection (c) of K.S.A. 65-4150 and amendments thereto. In determining whether an object is drug paraphernalia, in addition to all other logically relevant factors, the court shall consider the factors set forth in K.S.A. 65-4151 and amendments thereto.~~

(a) No person shall use or possess with intent to use:

(1) Any simulated controlled substance;

(2) any drug paraphernalia to use, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of the uniform controlled substances act;

(3) any drug paraphernalia for the planting, propagation, growing or harvesting of less than five marijuana plants.

(b) The fact that an item has not yet been used or did not contain a controlled substance at the time of the seizure is not a defense to a charge that the item was possessed with the intention for use as drug paraphernalia.

(c) As used in this section:

(1) “Controlled substance” means any drug, substance or immediate precursor included in any of the schedules designated in K.S.A. 65-4105, 65-4107, 65-4109, 65-4111 and 65-4113, and amendments thereto.

(2) “Drug Paraphernalia” means all equipment and materials of any kind which are used, or primarily intended or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance and in violation of the uniform controlled substances act. “Drug paraphernalia” shall include, but is not limited to:

(a) Kits used or intended for use in planting, propagating, cultivating, growing or harvesting any species of plant which is a controlled substance or from which a controlled substance can be derived.

(b) Kits used or intended for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances.

(c) Testing equipment used or intended for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances.

(d) Scales and balances used or intended for use in weighing or measuring controlled substances.

- (e) Diluents and adulterants, including but not limited to quinine hydrochloride, mannitol, mannite, dextrose and lactose, which are used or intended for use in cutting controlled substances.
- (f) Separation gins and sifters used or intended for use in removing twigs and seeds from or otherwise cleaning or refining marijuana;
- (g) Blenders, bowls, containers, spoons and mixing devices used or intended for use in compounding controlled substances.
- (h) Capsules, balloons, envelopes, bags and any other item or container used or intended for use in packaging, possessing, or transporting controlled substances.
- (i) Containers and any other object used or intended for use in storing or concealing controlled substances.
- (j) Hypodermic syringes, needles and other objects used or intended for use in parenterally injecting controlled substances into the human body.
- (k) Objects used or primarily intended or designed for use in ingesting, inhaling or otherwise introducing any unlawful controlled substance into the human body, which shall include but not be limited to: Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes with or without screens, permanent screens, hashish heads or punctured metal bowls, water pipes, bongs or smoking pipes designed to draw smoke through water or another cooling device, carburetion pipes, glass or other heat resistant tubes or any other device used or intended to be used, designed to be used to cause vaporization of a controlled substance for inhalation, smoking and carburetion masks, roach clips, miniature cocaine spoons and cocaine vials, chamber smoking pipes, carburetor smoking pipes, electric smoking pipes, air-driven smoking pipes, chillums, bongs, ice

pipes or chillers, any smoking pipe manufactured to disguise its intended purpose, wired cigarette papers, or cocaine freebase kits.

(3) “Person” means any individual, corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership, or association or other legal entity.

(4) “Simulated Controlled Substance” means any product which identifies itself by a common name or slang term associated with a controlled substance and which indicates on its label or accompanying promotional material that the product simulates the effect of a controlled substance.

(d) In determining whether an object is drug paraphernalia, a court or other authority shall consider, in addition to all other logically relevant factors, the following:

(1) Statements by an owner or person in control of the object concerning its use.

(2) Prior convictions, if any, of an owner or person in control of the object, under any state or federal law relating to any controlled substance.

(3) The proximity of the object, in time and space, to a direct violation of the uniform controlled substances act.

(4) The proximity of the object to controlled substances.

(5) The existence of any residue of controlled substances in the object.

(6) Direct or circumstantial evidence of the intent of an owner or person in control of the object , to deliver it to a person the owner or person in control to the object knows, or should reasonably know, intends to use the object to facilitate a violation of the uniform controlled substances act. The innocence of an owner or person in control of the object as to a direct violation of the uniform controlled substances act shall not prevent a finding that the object is intended for use as drug paraphernalia.

(7) Oral or written instructions provided with the object concerning its use.

(8) Descriptive materials accompanying the object which explain or depict its use.

(9) National and local advertising concerning the object's use.

(10) The manner in which the object is displayed for sale.

(11) The existence and scope of legitimate uses for the object in the community.

(12) Expert testimony concerning the object's use.

(13) Any evidence that alleged paraphernalia can or has been used to store a controlled substance or to introduce a controlled substance into the human body as opposed to any legitimate use for the alleged paraphernalia.

(14) Advertising of the item in magazines or other means which specifically glorify, encourage or espouse the illegal use, manufacture, sale or cultivation of controlled substances.

(e) A violation of this ordinance is a misdemeanor, and the sentence, upon conviction, shall be imprisonment of up to 12 months in the Sedgwick County Jail and/or a fine not exceeding \$2,500.

Section 2. The original Section of 5.26.030 of the Code of the City of Wichita, Kansas, is hereby repealed.

Section 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf
Director of Law and City Attorney

CITY OF WICHITA
City Council Meeting
December 4, 2007

TO: Mayor and City Council Members

SUBJECT: AN ORDINANCE AMENDING SECTION 11.38.285 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO MOTOR VEHICLE SAFETY BELT USE

INITIATED BY: Department of Law

AGENDA: New Business

Recommendation: Place the ordinance on first reading.

Background: The 2007 Kansas Legislature amended K.S.A. 8-2503, regarding the mandated use of safety restraints in motor vehicles. This statute now mandates that children at least 14 years of age, but not more than 18 years of age, must have a safety belt properly fastened around such person's body at all times when the motor vehicle is in motion. This section may be enforced as a primary violation. Warning citations must be written for this section until January 1, 2008. In addition, the fines for violations of this section have been set at \$60.00, including court costs. The fine mandated for safety belt violations of those 18 years of age, and older, have been increased from \$10.00 including court costs, to \$30.00 including court costs. City of Wichita Ordinance 11.38.285 must be amended to reflect the amendments in state statute.

Analysis: Amendment to City of Wichita Ordinance 11.38.285 must be adopted, as municipal ordinances cannot be less restrictive than state statutes.

Financial Considerations: None.

Goal Impact: Provide a Safe and Secure Community. This ordinance will allow the Police Department and Law Department to charge and prosecute violations of this ordinance.

Legal Considerations: The ordinance amendment has been prepared and approved as to form by the Law Department.

Recommendations/Actions: Place the ordinance on first reading.

Attachments: Delineated and clean copies of the proposed ordinance.

(First Published in The Wichita Eagle on _____)

December 4, 2007

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 11.38.285 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO MOTOR VEHICLE SAFETY BELT USE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. 11.38.285 of the Code of the City of Wichita, Kansas, shall read as follows:

- (a) As used in this section "passenger car" means a motor vehicle with motive power designed for carrying ten passengers or fewer, including vans, but does not include a motorcycle, a trailer or a vehicle constructed either on a truck chassis registered for a gross weight of more than twelve thousand pounds or a farm truck registered for a gross weight of more than sixteen thousand pounds or a vehicle constructed with special features for occasional off-road operation.
- (b) Each front seat occupant of a passenger car manufactured with safety belts in compliance with Federal Motor Vehicle Safety Standard No. 208, who is 18 years of age or older, shall have a safety belt properly fastened about such person's body at all times when the passenger car is in motion, except as provided in K.S.A. 8-1344 and 8-1345 and amendments thereto.
- (c) Each occupant of a passenger car manufactured with safety belts in compliance with federal motor vehicle safety standard no. 208, who is at least 14 years of age but less than 18 years of age, shall have a safety belt properly fastened about such person's body at all times when the passenger car is in motion.
- (d) This section does not apply to:

- (1) An occupant of a passenger car who possesses a written statement from a licensed physician that such person is unable for medical reasons to wear a safety belt system;
 - (2) Carriers of United States mail while actually engaged in delivery and collection of mail along their specified routes;
 - (3) Newspaper delivery persons while actually engaged in delivery of newspapers along their specified routes; or
 - (4) An occupant of a passenger car required to be protected by a safety restraining system under the child passenger safety act.
- (e) Law enforcement officers shall not stop drivers for violations of subsection (b) in the absence of another violation of law. A citation for violation of subsection (b) shall not be issued without citing the violation that initially caused the officer to effect the enforcement stop.
- (f) From and after July 1, 2007 and prior to January 1, 2008, a law enforcement officer shall issue a warning citation to anyone violating subsection (c) and amendments thereto. Persons violating subsection (b) and amendments thereto, shall be fined \$30 including court costs and from and after January 1, 2008, persons violating subsection (c) and amendments thereto shall be fined \$60 including court costs.
- (g) The municipal court shall not report violations of this act to the department of revenue.
- (h) If any provision of this section or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the section which can be given effect without the invalid provisions or application, and to this end the provisions of this section are severable.

Section 2. The original Section of 11.38.285 of the Code of the City of Wichita, Kansas, is hereby repealed.

Section 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf
Director of Law and City Attorney

(First Published in The Wichita Eagle on _____)

December 4, 2007

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 11.38.285 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO MOTOR VEHICLE SAFETY BELT USE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. 11.38.285 of the Code of the City of Wichita, Kansas, shall read as follows:

(a) As used in this section "passenger car" means a motor vehicle with motive power designed for carrying ten passengers or fewer, including vans, but does not include a motorcycle, a trailer or a vehicle constructed either on a truck chassis registered for a gross weight of more than twelve thousand pounds or a farm truck registered for a gross weight of more than sixteen thousand pounds or a vehicle constructed with special features for occasional off-road operation.

(b) Each front seat occupant of a passenger car manufactured with safety belts in compliance with Federal Motor Vehicle Safety Standard No. 208, who is 18 years of age or older, shall have a safety belt properly fastened about such person's body at all times when the ~~vehicle~~ passenger car is in motion, except as provided in K.S.A. 8-1344 and 8-1345 and amendments thereto.

(c) Each occupant of a passenger car manufactured with safety belts in compliance with federal motor vehicle safety standard no. 208, who is at least 14 years of age but less than 18 years of age, shall have a safety belt properly fastened about such person's body at all times when the passenger car is in motion.

(d) This section does not apply to:

- (1) An occupant of a passenger car who possesses a written statement from a licensed physician that such person is unable for medical reasons to wear a safety belt system;
- (2) Carriers of United States mail while actually engaged in delivery and collection of mail along their specified routes;
- (3) Newspaper delivery persons while actually engaged in delivery of newspapers along their specified routes; or
- (4) An occupant of a passenger car required to be protected by a safety restraining system under the child passenger safety act.

(e) Law enforcement officers shall not stop drivers for violations of ~~this section~~ subsection (b) in the absence of another violation of law. A citation for violation of ~~this section~~ subsection (b) shall not be issued without citing the violation that initially caused the officer to effect the enforcement stop.

~~(e) From and after July 1, 1987, persons violating subsection (b) of this section shall be fined not more than ten dollars including court costs.~~

(f) From and after July 1, 2007 and prior to January 1, 2008, a law enforcement officer shall issue a warning citation to anyone violating subsection (c) and amendments thereto. Persons violating subsection (b) and amendments thereto, shall be fined \$30 including court costs and from and after January 1, 2008, persons violating subsection (c) and amendments thereto shall be fined \$60 including court costs.

(g) The municipal court shall not report violations of this act to the department of revenue.

~~(d)~~ (h) If any provision of this section or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the section which

can be given effect without the invalid provisions or application, and to this end the provisions of this section are severable. (Ord. No. 40-731 § 1)

Section 2. The original Section of 11.38.285 of the Code of the City of Wichita, Kansas, is hereby repealed.

Section 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf
Director of Law and City Attorney

Agenda Item No. 44.

**The City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council

SUBJECT: Assistance to Firefighters Grant Program (All Districts)

INITATED BY: Wichita Fire Department

AGENDA: New Business

Recommendation: Approve the grant application.

Background: The FY 2007 Defense Authorization Act authorized the federal Department of Homeland Security, Federal Emergency Management Agency (FEMA), to make \$547 million in grants available to fire departments. The governing statute includes a requirement that no less than five percent of the appropriated funds support fire prevention and safety activities. Therefore no less than \$27 million of the appropriation must be awarded for fire prevention and safety activities. However, this is a minimum amount and FEMA recognizes the importance of prevention and safety projects. Therefore FEMA has reserved a total of \$32 million for Fire Prevention and Safety grants.

Analysis: The Wichita Fire Department is seeking \$84,906 in assistance under the Department of Homeland Security, Fire Prevention and Safety Grant Program to purchase a Fire Safety/Sprinkler House for our Community Fire house Safety Caravan Program. The Wichita Fire Department will use this dual-purpose house as a front line tool to target specific United States Fire Administration high-risk groups such as senior citizens, children and the physically disabled. The City of Wichita has a population greater than 350,000 and with the current growth, incidents of fires, injuries and other fire associated activities are on the increase. Eight percent of the population is juveniles under the age of 14 and 19.2 % are seniors. There were 2,175 fires that caused \$13,000,000 in damage. Of the \$13,000,000 in fire loss, juveniles were responsible for \$806,000 in damage. During the past 5 years, Wichita experienced 37 fire deaths. Among the decedents were citizens identified under the United States Fire Administration high-risk group. The Fire Safety House will allow us to provide unique opportunities to teach a wide range of programs such as fire prevention, home escape techniques, and weather and disaster preparedness to residents of our community.

Financial Considerations: The total cost to fund the Fire Safety House is \$84,906. If approved, the proposed \$84,906 grant application would require a local match of 20 % or

\$16,981, with \$67,924 funded through the Assistance to Firefighters Grant program. Award notification is expected in 2008. Department savings would fund the match during the 2008 Fiscal Year.

Goal Impact: This project addresses the "Safe and Secure" goal by providing important training in the area of fire prevention and weather related emergencies to those most adversely affected, the young and the elderly.

Legal Considerations: The due date for this application is November 30, 2007. In order to meet this deadline, pursuant to City Administrative Regulation 2.4, Preparation and Submittal of Federal, State and Private Grant Applications, the City Manager is authorized to sign the grant application where delay would invalidate the grant application.

Recommendations/Actions: Approve the grant application and acceptance, authorize necessary signatures, and approve all necessary budget adjustments to fund a match up to \$16,981.

City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council

SUBJECT: Program Management Services for Water Supply Projects

INITIATED BY: Water Utilities

AGENDA: New Business

Recommendation: Authorize the Contract for Program Management services.

Background: On October 3, 2000, the City Council approved and instructed Staff to begin implementation of the Concept Design Plan for the Integrated Local Water Supply Plan. The Integrated Local Water Supply Plan includes the use of a number of local water supply sources that will be used together to meet the City's water supply needs through the year 2050. On July 10, 2007, City Council authorized Phase II of the Aquifer Storage and Recovery (ASR) project.

Analysis: The Integrated Local Water Supply Plan (ILWS) Plan includes a number of components, the most significant of which is the Equus Beds ASR. The project eventually will capture up to 100 million gallons-per-day (MGD) from the Little Arkansas River and recharge it into the Equus Beds Aquifer. Staff estimates that the dewatered component of the aquifer can hold up to 65 billion gallons, or about the same amount of water as is stored in Cheney Reservoir.

Phase II of the project will capture up to 30 MGD with a surface water intake and treat the water prior to transmitting the water into recharge wells. The treatment plant and intake will be constructed assuming that a total of 60 MGD of direct surface water will ultimately be captured and treated, with up to 90 MGD possible by completion of the project.

The Water Utilities does not have staff resources to properly manage a project of this scope, which is estimated to cost \$125 million. Staff therefore recommends that a Program Manager be engaged to perform that task.

An RFP for Program Management services was issued July 11, 2007, with two proposals received by Purchasing on August 8, 2007. R.W. Beck and Associates working with PEC, and CH2M-Hill working with Baughman Company submitted proposals.

The Staff Screening and Selection Committee met August 20, 2007, to hear presentations from R.W. Beck and CH2M-Hill. Based on the proposals and presentations, the SSSC voted unanimously to recommend that the proposal from R.W. Beck be accepted.

Financial Considerations: The Program Management Services will be provided and billed, based on actual time spent. Staff estimates that these services, billed on an hourly basis, will cost no more than \$1,406,303 through 2008. Funding for this service is available in CIP W-549, Water Supply Projects.

Goal Impact: This project will ensure efficient infrastructure by providing reliable, compliant and secure utilities, and will help assure that adequate water supplies are available for future customers.

Legal Considerations: The Law Department has approved the Contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the Contract for Program Management services and authorize the necessary signatures.

Attachments: Agreement for Program Management Services

**AGREEMENT FOR CONSULTANTING SERVICES
BETWEEN**

THE CITY OF WICHITA, KANSAS

and

R. W. Beck, Inc

FOR

**PROGRAM MANAGEMENT SERVICES ASSOICIATED WITH THE INTEGRATED
LOCAL WATER SUPPLY (ILWS) PLAN IMPLEMENTATION**

THIS AGREEMENT, made and entered into this _____ day of _____, 2007,
by and between the City of Wichita, Kansas, hereinafter called the "CITY", and R. W.
Beck Inc, hereinafter called the "CONSULTANT";

WITNESSETH: That the CITY's ILWS Plan needs to be implemented and that
resources beyond the current City staff are necessary to perform this implementation.

WHEREAS, the CITY recognizes the need to perform program management services
for Wichita;

NOW, THEREFORE, the parties hereto mutually agree that the work specifically to be
provided by this AGREEMENT is to provide program management services associated
with the implementation of the ILWS Plan as defined in the following SCOPE OF
SERVICES.

I. SCOPE OF SERVICES

The detailed scope of services to be provided by this AGREEMENT as authorized are
described in Exhibit A titled "EXHIBIT A, SCOPE OF SERVICES, Program
Management Services, Integrated Local Water Supply Plan".

While this Agreement and Scope of Services is for program management services for
the complete implementation of the Integrated Local Water Supply Plan, which is
intended to be a five or more year program, the fee authorized is for work to

intended to be a five or more year program, the fee authorized is for work to compensate for the CONSULTANT's services for the October through December, 2007 and the calendar year 2008 time period. The CONSULTANT's Program Management work effort will be conducted towards the successful completion of the entire ILWS Plan and not just a calendar year work scope.

II. IN ADDITION, THE CONSULTANT AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES.
- B. To attend meetings with the CITY and other state and local agencies as necessitated and authorized by the SCOPE OF SERVICES.
- C. To make available during regular office hours at its Denver office, all reports, calculations, sketches, and drawings the CITY may wish to examine periodically during performance of this AGREEMENT.
- D. To comply with all Federal, State, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and the provisions stipulated in Exhibit C titled "Revised Nondiscrimination and Equal Employment Opportunity Statement for Contracts and Agreements."
- E. To accept compensation for the services herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the SCOPE OF SERVICES.
- F. To commence work on the project within ten (10) days following receipt of Notice to Proceed. The CONSULTANT shall not be liable or held

responsible for delays occasioned by the actions or inactions of the CITY or other agencies or for unavoidable delays beyond the control of the CONSULTANT.

- G. To save and hold harmless the CITY against all suits, claims, damages and losses for injuries to persons or property to the extent arising from or caused by , negligent errors, omissions or acts of CONSULTANT, its agents, servants and employees, or subcontractors, occurring in the performance of its services under this contract.
- H. To maintain books, documents, papers, accounting records and other evidence pertaining to cost incurred by the CONSULTANT and, where relevant to method of payment, to make such material available at its office at reasonable times during the contract period, and for two (2) years from the date of final payment under the contract for inspection by the CITY or its authorized representatives.
- I. Covenants and represents to be responsible for the professional and technical accuracy's and the coordination of all designs, drawings, specifications, plans, and/or other work or material prepared and furnished by the CONSULTANT under this AGREEMENT.
CONSULTANT further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by CONSULTANT, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages resulting from negligent errors, omissions, and acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this AGREEMENT and for which it is legally liable. Such

policy of insurance shall be in an amount not less than \$2,000,000 subject to deductible of \$250,000. In addition, a Workers' Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising put of and in the course of their employment which, for any reason, may not fall within the provisions of the Worker's Compensation law. The liability limit shall be not less than:

- Workers' Compensation - Statutory
- Employer's Liability - \$500,000 each accident

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT to insure the CONSULTANT and the CITY against all claims arising from injuries to persons (other than CONSULTANT's employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this AGREEMENT. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this AGREEMENT. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained thereunder.

- K. To designate J. Thomas Jacobs as Project Manager for the coordination of the work that this AGREEMENT requires to be performed. The CONSULTANT shall advise the CITY of any changes in the person(s) designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

- L. The CONSULTANT intends to subcontract portions of the services defined in Exhibit A to the firm of Professional Engineering Consultants.

III. THE CITY AGREES

- A. To furnish the CONSULTANT for his use all prior available data developed relative to the proposed facility including applications, reports, design calculations, drawings, descriptions of existing facilities, and pertinent correspondence with State and Federal agencies.
- B. To provide right of entry for CONSULTANT's personnel in performing field operations, inspections and measurements.
- C. To review all preliminary submittals from the CONSULTANT and to transmit any suggested revisions, modifications or changes to be made.
- D. To pay the CONSULTANT for his services in accordance with the requirements of this AGREEMENT.

IV. PAYMENT PROVISIONS

- A. Compensation for services described under Exhibit A, "SCOPE OF SERVICES," shall be based on time-related charges or direct expenses described as follows:

Time-related charges shall be the total hours worked on the PROJECT by each employee, multiplied by the hourly rate for that employee's job classification. The rates are shown on the attached Exhibit B, Fee Estimate.

Time-related charges include salary rates, fringe benefits, general and administrative overhead, and profit. General and administrative overhead includes indirect expenses and costs, such as computers and communications charges, not identifiable as directly allocable to individual

projects. Direct expenses are charges, other than those included in time-related charges, incurred directly for the PROJECT. Profit includes state and federal income taxes, plus profit. Direct expenses include, but are not limited to:

1. Services and equipment use directly applicable to PROJECT such as special accounting services, field testing, and laboratory analysis.
2. Reproduction services directly applicable to PROJECT such as reproducing drawings, photocopying, printing, and binding.
3. Delivery services directly applicable to PROJECT such as, express delivery, and postage.
4. Living and traveling expenses of employees when away from home office on business directly applicable to PROJECT.
5. Automobile mileage directly applicable to PROJECT at the then current IRS reimbursement rate per mile.

- B. CONSULTANT agrees that the cost for services described in Exhibit A shall not be exceeded and that the time for completion of PROJECT shall be as stated in the AGREEMENT, subject to time extensions for delays beyond the control of the CONSULTANT. CONSULTANT shall perform the work specified in Exhibit A for the time period October through December, 2007 and the calendar year 2008 within the cost shown in Exhibit B. The continuation of the CONSULTANT providing services identified in Exhibit A after December 2008 will require the City's authorization of addition compensation.

If at any time CONSULTANT believes the cost shall be greater than shown in Exhibit B, as a result of a change in the intended scope of services or delays which are beyond the control of CONSULTANT, CONSULTANT shall notify the CITY. The notification shall state the revised cost estimate, the revised time for completion, and the reason for the revisions.

The CITY shall not be obligated to reimburse CONSULTANT for costs incurred in excess of those shown in Exhibit B unless CITY agrees, in writing, to do so. CONSULTANT shall not be obligated to continue performance under this AGREEMENT for out of scope services, or otherwise incur costs in excess of the original amount for these services, unless and until the CITY notifies CONSULTANT that the approved cost has been increased.

- C. During the progress of work covered by the AGREEMENT, partial payments may be made to the CONSULTANT at intervals of one calendar month. Billings submitted during the progress of the work will be paid on the basis of the costs accrued to the PROJECT as described in paragraph A above.
- D. When requested by the CITY, the CONSULTANT will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional program management services not covered by the scope or duration of this AGREEMENT.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.

4. A major change in the scope of services for the PROJECT. If additional work should be necessary, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.
- E. The ILWS Plan Program will hold a contingency at the program level that is based on the full subtotal of the Program Management budget estimate. This contingency cannot be used by the CONSULTANT without the approval of the Director of Wichita Water Utilities. If this contingency is needed the ILWS Plan Program Manager will submit a full analysis and report to the Director of Wichita Water Utilities that will provide all information and data required either approving or disapproving the contingency use request.

V. THE PARTIES HERETO MUTUALLY AGREE

- A. That the right is reserved to the CITY to terminate this AGREEMENT at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the CONSULTANT's inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory, PROCEED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this AGREEMENT, but in no case shall payment be more than the CONSULTANT's actual costs plus a reasonable profit.

- B. That reproducible originals and digital computer files for studies, engineering plans and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the CONSULTANT's services in accordance with this AGREEMENT and payment for such services. CONSULTANT shall be allowed to retain copies of all PROJECT related files and documents. CITY is cautioned that the accuracy of electronic computer files and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors, operator inexperience and file modification. CONSULTANT will maintain the original copy which shall serve as the official archived record of the electronic and CADD documents. CITY agrees to hold harmless CONSULTANT from any claims arising out of or relating to any unauthorized change or alteration of electronic copies and CADD document.

- C. That the services to be performed by the CONSULTANT under the terms of this AGREEMENT are personal and cannot be assigned, sublet or transferred without specific consent of the CITY..
- D. In the event of unavoidable delays in the progress of the work contemplated by this AGREEMENT, reasonable extensions in the time allotted for the work will be granted by the CITY, provided however, that the CONSULTANT shall request extensions in writing giving the reasons therefore.
- E. It is further agreed that this AGREEMENT and all contracts entered into under the provisions of this AGREEMENT shall be binding upon the parties hereto and their successors and assigns.
- F. If additional work should be necessary by virtue of a major change in the SCOPE OF SERVICES, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of CONSULTANT's fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.
- G. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this AGREEMENT shall be construed to operate as a waiver of any right under this AGREEMENT or any cause of action arising out of the performance of this AGREEMENT.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof as a third party beneficiary

hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

- I. The Parties agree that Consultant's services and responsibilities do not include any responsibility for the compliance of other contractors to meet their contractual obligations, for the scheduling, coordination or interfacing required by or for any contractors engaged by the CITY or for claims which may be made by the CITY's contractors during the performance of the project, unless such services and responsibilities are expressly stated in any scope of work included in this AGREEMENT. In recognition of the advisory role to be provided by CONSULTANT and the level of services and pricing agreed to be provided by CONSULTANT, the total aggregate liability of CONSULTANT, its employees and subconsultants for any and all claims arising out of this AGREEMENT, including attorney's fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution or indemnity claims based on third party claims, shall not exceed the revenue received by CONSULTANT under this Agreement, or \$150,000, whichever is greater. CONSULTANT shall not be liable to CITY for any principal, interest, loss of anticipated revenue, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to the later completion or otherwise, or for any other consequential, indirect, special or economic damages.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this AGREEMENT as of the date first written above.

CITY OF WICHITA

By: _____

Carl Brewer

~~Carlos Mayans~~, Mayor

SEAL:

ATTEST:

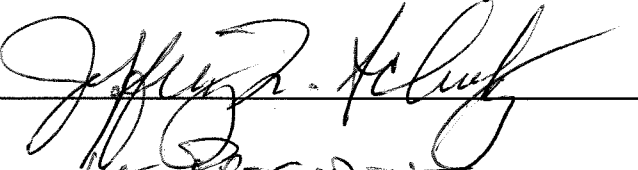
Karen Sublett, City Clerk

Approved as to Form:



Gary Rebenstorf, Director of Law

R. W. Beck, Inc.

By: 

VICE PRESIDENT
WATER & WASTE RESOURCES

ATTEST:

By: _____

Vice President

EXHIBIT A SCOPE OF SERVICES

Program Management Services Integrated Local Water Supply Plan Wichita Water Utilities

Preamble

The Integrated Local Water Supply (ILWS) Plan, Recharge Demonstration Project , and Phase 1 of the ASR Project have established criteria and provided guidance for completing the Phase II projects. However, the components and the strategies for completing the Phase II projects are subject to change. Many decisions will be made by Wichita Water Utilities (CITY) in the early stages of the Program that affect the direction and degree of Program Management services needed, including project delivery method and number of design and construction packages. Therefore, the contract between CITY and R.W. Beck (CONSULTANT) for Program Management for Phase II is intended to provide both parties with maximum flexibility and to minimize the occurrence of contract amendments and time delays as a result of minor changes to the scope.

The Program Management services described herein are defined as best as practical to provide a reasonable scope at this time. Program Management activities that are known are explicitly described; whereas, activities that are foreseeable but are currently undefined are described in general terms. For example, in the future the CITY would like to proceed with construction of the Bentley Reserve Wellfield and plan for expansion of its Local Wellfield. These are foreseeable activities and are therefore included in the scope of work, but the actual role, responsibilities, and level of effort of the CONSULTANT are not yet defined. In addition, CITY will likely desire Program Management assistance during the construction and operational monitoring phases of the Program. However, the level of assistance and the specific tasks have not been determined.

The CONSULTANT will endeavor to assist the CITY in the implementation of the ILWS Plan by generally performing the services described herein. The level of effort required to perform any of the activities described herein will vary from activity to activity and it will be the responsibility of the CONSULTANT to keep the CITY apprised of Program related activities and the level of effort for all Program Management services. There will be no limitations placed on the level of effort for any of the specifically described activities; however the overall level of effort, as defined in Exhibit B, shall not be exceeded without written authorization from the CITY as defined in the Agreement.

Objective:

To provide Program Management Services to the CITY for the implementation of the ILWS Plan. The period of performance for the services described in this exhibit is from date of authorization for this Agreement through December 31, 2008.

A. General Items

- 1) This is a 'performance based' work effort.
- 2) During the start-up of this scope of services, the CONSULTANT and the CITY will agree on the master Program schedule that encompasses all known activities relating to and impacting the delivery of the ILWS Plan.
- 3) Any agreed upon target completion dates on the ILWS Plan are predicated on the CITY obtaining the necessary funding and permits.
- 4) If, during the course of this scope of services, the approved master Program schedule shows a forecasted slip, the CONSULTANT agrees to inform the CITY of the forecasted slip by submitting a schedule impact analysis that provides the CITY with a full description of the issues surrounding any forecasted schedule slippage, reason for the change, projected impact to the Program, and a mitigation plan, if necessary.
- 5) If, during the course of this scope of services, the CONSULTANT identifies issues that affect the Program's cost estimate or financial plan it shall inform the CITY of the issue identified by submitting an impact analysis that provides the CITY with a full description of the issue, projected impact to the Program, and a mitigation plan, if necessary.
- 6) The Director of Wichita Water Utilities is the only one authorized to approve any changes to the master Program schedule.
- 7) CONSULTANT is not responsible for work products (e.g. designs, construction, studies, permits, etc...) done by design consultants or other companies contracting directly with the CITY.
- 8) The CONSULTANT is responsible for managing its subconsultants that are performing for the benefit of the ILWS Plan.
- 9) The CITY can make changes at any time to the schedule and scope of services. When and if this occurs the CONSULTANT shall advise the CITY if such change has an impact on the target Completion Dates and/or CONSULTANT's ability to meet all of its representations as defined in the Agreement for Consulting Services.
- 10) Upon approval of this Agreement, the CONSULTANT will be authorized to staff the program and perform the work, within the funding and time limits stated herein.

Scope of Services

Specific services are divided into the following categories:

Start-up Services

Task 1 – Program Startup

Task 2 – Designer Procurement

Program Management Services

Task 3 – Design Administration

Task 4 – Easement / Property Acquisition Administration

Task 5 – Construction Contracting

Task 6 – Program Controls

Task 7 – General Program Management

Task 8 – Public Involvement Support

Task 1 - Program Startup

Objective: Develop, configure, and implement necessary processes and systems to effectively manage the ILWS Plan Program.

Activities:

1. Provide direct support to CITY on activities related to the ILWS Plan.
2. Establish CONSULTANT Program Management office.
3. Address organizational issues (Structure, organization chart, staffing, Executive Oversight Committee).
4. Develop roles and responsibilities for team members.
5. Conduct team building exercises as appropriate.
6. Develop Program Management Manual.
7. Develop an engineering design guideline document.
8. Convert existing historical documents, where practical, into electronic files for future use.
9. Draft stakeholder relations plan.
10. Draft public involvement plan.
11. Draft permitting communication plan.
12. Evaluate and assess Program budget, including construction and non-construction costs estimates.
13. Prepare master Program schedule.
14. Assess and design all Program reports required by CITY.
15. Design and implement a program website.

Deliverables:

1. Program Management Manual
2. Stakeholder Relations Plan
3. Public Involvement Plan
4. Permitting Communications Plan
5. Program Budget Assessment
6. Initial Program Schedule
7. Program report templates

Task 2 – Designer Procurement

Objective: Assist the CITY in the procurement of design firm(s) for all components of the ILWS Plan.

Activities:

1. Establish selection process to be used for designers for the ILWS Plan.
2. Prepare draft and final Request for Proposals (RFP).
3. Assist CITY in advertising and promoting the RFP.
4. Answer questions of prospective designers during the proposal preparation period.
5. Prepare proposal evaluation matrix for proposal ranking.
6. Review proposals and offer comments to CITY regarding all proposals received.
7. Complete telephone interviews with prospective designer's references. If necessary, schedule visits with other Owners to substantiate successful and satisfactory performance.
8. Inform prospective designers of oral interview times and procedures.
9. Prepare evaluation forms and potential interview questions for CITY selection committee.
10. Attend oral interviews with short-listed designers.
11. Inform selected designers of CITY's selection decision(s).
12. Review scopes of services for professional service contracts.
13. Assist in negotiations of professional services contracts with all selected designers.
14. Prepare back-up materials for City Council actions and other City procurement requirements.
15. Document all selection processes.

Deliverables:

1. Draft and final RFPs.
2. Proposal evaluation matrix.
3. Interview evaluation forms and questions.
4. Back-up materials for City Council and City procurement actions.
5. Selection process documentation.

Task 3 – Design Administration

Objective: Provide management services to administer design firm contracts and activities.

Activities:

1. Coordinate the ILWS Plan design work.

2. Review design schedules and incorporate design related inputs and updates into the ILWS Plan master Program schedule.
3. Track and report on all issues affecting design.
4. Interface with CITY's Operations personnel to ensure that the final systems and/or equipment meet the stated intent of the CITY.
5. Review and comment on monthly design reports, as required.
6. Review and comment on all designer produced documents including reports, plans, and specifications.
7. Monitor QA/QC program requirements.
8. Coordinate and/or participate in all Program internal or external audits as required.
9. Participate in all design related workshops.
10. Participate in all meetings with regulatory agencies regarding design activities and design document reviews and approvals.
11. Review and comment on design consultant invoices.
12. In conjunction with the CITY schedule, prepare for and participate in pre-bid conferences. City will conduct the pre-bid conferences
13. Develop and assist in the procurement of long-lead time equipment, as needed.
14. Develop and process design contract modifications as requested by the designer and approved by the CITY.
15. Witness any vendor equipment testing, as required.
16. Update pertinent sections of the Program Management Manual related to design activities, as required.
17. Pursue full integration of design, construction and O&M issues. Assist in reviewing all purchase and/or equipment contracts. Coordinate and attend site planning and construction pre-bid and bid conferences.
18. Administer value engineering workshops for all project components. It is anticipated that the CONSULTANT will recommend a value engineering specialist to conduct the workshop(s) and CONSULTANT will recommend key members of the value engineering team. The value engineering specialist and team will be contracted directly with the CITY.
19. Assist with acquiring necessary permits required to construct program facilities.
20. Assist in negotiating agreements with local power companies for power supply to all program facilities.

Deliverables:

1. Master Program Schedule updates
2. Program Management Manual updates
3. Value Engineering Workshop(s) specialist and team member recommendations.

Task 4 – Easement / Property Acquisition Administration

Objective: Assist CITY with the acquisition of land, rights-of-way, and/or easements (temporary or permanent) necessary for construction and operation of ILWS Plan facilities.

Activities:

1. Track and report on issues affecting acquisition of land, rights-of-way, and easements.
2. Prepare and maintain a right-of-entry database during the design and construction processes to monitor status of legal rights-of-entry.
3. Manage, supervise, and provide oversight for preparation of right-of-way documents, review title reports, encumbrances, and findings from environmental site assessments to determine effects on the properties.
4. Provide QA/QC for right-of-way plans and easement descriptions prepared by designers.
5. Meet with property owners to apprise them of the project, provide project status, and work with them to acquire the easements.
6. Review and utilize CITY's established policies for easement and property acquisition.
7. Coordinate appraisal review within the CITY.

Deliverables:

1. Memorandums documenting each property owner meeting and results.
2. Listing of needs to successfully complete the acquisition of easements or property.
3. Compilation of tract maps and legal descriptions required to acquire easements and property.
4. Right-of-entry database

Task 5 – Construction Contracting

Objective: Coordinate and manage the procurement of contractor(s) to construct the ILWS Plan facilities.

Activities:

1. Coordinate the assembling of construction bid packages with designers.
2. Monitor the distribution of construction bid packages (plans and specifications) to prospective bidders. Design engineers will be responsible for distribution of bid packages.
3. Participate in pre-bid meetings, and possible site visits, for each of the construction packages.

4. Oversee the addenda development process.
5. Evaluate construction bids for completeness, develop bid tabulations, and consult with the design engineer(s) as necessary to recommend award of each contract.
6. Work with CITY to execute construction contracts and obtain all bonds and insurance documents.
7. Coordinate with construction contractor(s) to confirm obtainment of all required construction permits prior to proceeding with construction.

Deliverables:

1. Assembled construction bid packages
2. Bid tabulations
3. Recommendation for contract award(s)
4. Selection process documentation
5. Materials for City Council and City procurement actions

Task 6 – Program Controls

Objective: Provide program controls services to monitor and report status on the ILWS Plan Program. Activities associated with this task include but are not limited to the following:

Activities:

1. Report financial status in monthly status reports. Financial information will be maintained by the CITY.
2. Prepare, maintain and publish all ILWS Plan specific reports and manuals. This includes but is not limited to the following:
 - a. Program Management Manual
 - b. Design status reports
 - c. Construction status reports
 - d. Cash flow reports
 - e. Schedule status reports
 - f. Project close-out report
 - g. Program monthly Report
3. Prepare, maintain and update, as required, the Program's Work Breakdown System (WBS)
4. Prepare and maintain a cost control system and reconcile with the CITY's accounting system.
5. Provide cost estimating system and provide/verify estimates on construction, design and O&M as required.
6. Prepare, maintain and update the master Program Schedule for the overall program and individual projects.

7. Perform detailed analysis of the Master Program Schedule, in conjunction with other ILWS Plan staff, on a monthly basis to identify issues affecting the program.
8. Update pertinent sections of the Program Management Manual as required.
9. Provide overall Program cost estimating including program management, design, legal, permitting, easement acquisition, construction, and other costs so that the true and total cost of the ILWS Plan is identified and tracked.
10. Maintain Program Web-site.
11. Provide Program Financial analysis including:
 - a. Prepare cost tracking system
 - b. Provide general cash flow projections based on selected alternatives
 - c. Support the CITY's rate setting activities
 - d. Determine capital requirements

Deliverables:

1. Invoices
2. Monthly Status Reports
3. Cash Flow Projections
4. Master Program Schedule
5. Program Management Manual updates

Task 7 – General Program Management

Objective: CONSULTANT will provide Program Management services for the ILWS Plan implementation. The CONSULTANT's project manager will have overall responsibility for managing the Program Management Team and in addition will have the responsibility for the following key activities:

Activities:

1. Provide management of all aspects of the ILWS Plan implementation.
2. Develop and implement program workflow policies and procedures.
3. Development and implementation of the ILWS Plan Quality Management Plan.
4. Update Program Management Manual, as required
5. Update organization structure.
6. Identify and update reporting responsibilities and program management team roles and responsibilities.
7. Develop and maintain a control and policy directives system to ensure that all program participants follow established guidelines and procedures.
8. Develop contracting strategies for design and construction contracts.
9. Work with the CITY to develop standard agreement language for designer and construction contracts.
10. Manage program resources and ensure necessary resources are available to meet the goals and objectives of the ILWS Plan.

11. Manage cost, schedule, and quality performance for the full benefit of the CITY.
12. Establish and maintain the document control systems, both hard copy and electronic filing systems.
13. Establish document management protocols and requirements for Program and individual projects.
14. Assist CITY in acquiring the necessary permits for ILWS Plan implementation by coordinating design, construction, operations, and financing activities related to permit acquisition.
15. Participate and assist CITY in acquiring the Program Environmental Impact Statement.
16. Participate in City Management and Council meetings, as requested
17. Provide key management interface with external stakeholders in conjunction with other CITY and Program personnel.
18. Conduct regular program review meetings and monthly progress meetings.
19. Provide input and updates to the ILWS Plan master Program schedule and maintain regular and frequent communications with Director of Wichita Water Utilities.
20. Provide for full coordination with designers and contractors who are contracted directly with the CITY.
21. Conduct an alternative delivery method evaluation in conjunction with CITY engineering and procurement staff.

Deliverables:

1. Report summarizing the results of the Alternate Delivery Evaluation.

Task 8 – Public Involvement Support

Objective: Provide Program Management services to support the CITY in the management, supervision and control the ILWS Plan Public Involvement activities.

Activities:

1. Support CITY in the continued implementation of the ongoing public outreach program for the ILWS Plan.
2. Assist in managing and coordinating with the internal and external stakeholders.
3. Attend key stakeholder meetings, as required.
4. Update pertinent sections of the Program Management Manual, as required.
5. Monitor the public perception of the Program and make recommendations to control and/or influence ‘negative press’ so that the positive message of the benefits of the ILWS Plan can be attained.
6. Coordinate with the CITY concerning all media relations as it pertains to the ILWS Plan.
7. Provide the key interface with other ILWS Plan program staff to maintain “on message” goals.
8. Attend and coordinate with all public functions required to facilitate the successful messaging of the ILWS Plan.

9. Provide input and updates to the ILWS Plan master Program schedule.

Deliverables:

1. Program Management Manual updates
2. Master Program Schedule updates.

Program Management Fee Estimate: October 2007 through December 2008

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4. **Case No.: ZON2007-49** – First Pentecostal Church Inc., c/o Rev. Marrell Cornwell, Baughman Co., c/o Russ Ewy Request City zone change from "SF-5" Single-family Residential to "LC" Limited Commercial on property described as;

The North half of the East 10 acres of the North 20 acres of the West half of the Northwest Quarter of Section 15, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, subject to road rights-of-way of record. Generally located on the south side of MacArthur Road and east of Hydraulic Avenue.

BACKGROUND: The applicant is requesting "LC" Limited Commercial zoning for the 4.7-acre unplatted "SF-5" Single-family Residential zoned site. The site is partially developed with a single-family residence located on its west portion. The site is located approximately 660-feet east of the Hydraulic Avenue – MacArthur Road intersection, with frontage/access onto MacArthur. The requested "LC" zoning would allow the applicant to market the site for commercial development.

The site abuts the east side of a 0.89-acre "SF-5" zoned KG&E electric substation, which is located between the subject site and the applicant's partially developed First Pentecostal Church site: Pentecostal 2nd Add, 12-1-1982 and the Ed Dwire Add, 3-20-1978. The applicant's church site is zoned largely "LC" Limited Commercial (1958), with a smaller, undeveloped, "B" Multi-family Residential zoned portion. The site also abuts the north side of a 13-acre unplatted, undeveloped "SF-5" zoned property. This 13-acre "SF-5" zoned property is also owned by the applicant and has frontage/access onto MacArthur. The 13-acre site is being considered for "GO" zoning on today's agenda: ZON2007-49. If the applicant's requested zoning changes, ZON2007-48 & -49 are approved, the KG&E "SF-5" zoned substation site will be the last of the developable "SF-5" zoned property on the west side of Hydraulic, for approximately ¼-mile south of MacArthur. The developed "SF-5" properties in this area are located largely on the west side of Hydraulic. The area's configuration is defined by I-35, I-135, 47th Street South and the Arkansas River.

There are "MH" Manufactured Housing zoned manufactured home complexes abutting the east side of the site (Z2753 {1986} and Z3209 {1996}). Properties north of the site, across MacArthur, are zoned "MH," "GC" and "LI" and are developed as a manufactured housing complex, an indoor roller skating rink and Wichita's last drive-in theater, the twin screen Starlite. The "GC" and "LI" zoned drive in theater is the largest portion of CUP DP-47, which was approved in 1972. DP-47 has four parcels; the largest parcel (A) allows only the drive-in theater. The three smaller parcels allow restaurants, service stations and retail, Parcel B, while Parcels C & D allow indoor – outdoor sale and services as allowed in "GC" zoning. The owner of the drive in theater has expressed concerns about the impact of additional lighting and noise in the area, as allowed by today's zoning cases.

CASE HISTORY: The site's area was annexed into the City sometime between 1961 – 1970.

ADJACENT ZONING AND LAND USE:

NORTH: "GC," "LI," "MH"	indoor roller skating rink, twin screen drive-in theater, manufactured housing complex
SOUTH: "SF-5," "MH"	undeveloped, manufactured housing complex
EAST: "MH"	manufactured housing complexes
WEST: "SF-5", "LC"	electric substation, church, auto repair, convenience store

PUBLIC SERVICES: The site has access to MacArthur Road, a four-lane arterial, with 40-foot of half-street right-of-way. Average daily trips (ADT) along this section of MacArthur are approximately 12,000 ADT. The 2030 Transportation Plan projects traffic along this section of Hydraulic to increase to approximately 14,000 ADT. Municipal sewer and water services and all other utilities are available.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies this site as appropriate for “urban residential.” The “urban residential” category includes all densities of residential development found within the urban municipality. The requested “LC” zoning and the uses permitted in it would be classified as “local commercial” by the Guide. The “local commercial” category’s uses are local in their customer base and include commercial, office, personal services, medical, auto repair, grocery stores, florist shops, service stations, restaurants and on a limited presence basis mini-storage warehousing and small scale light manufacturing. The site’s proposed “LC” zoning is closer in its order of position in the list of zoning districts to the existing, abutting “MH” and adjacent “MH,” “GC” and “LI” zoning than its current “SF-5” zoning, which is isolated from the adjacent (west of Hydraulic) “SF-5” zoned single-family residential subdivisions.

RECOMMENDATION: The proposed “LC” is more appropriate for the site than the site’s current, isolated “SF-5” zoning. A protective overlay would help mitigate potential negative impact on the adjacent church, the adjacent and abutting “MH” zoned manufactured home complexes’ residences, as well as the drive-in theater. Staff recommends APPROVAL of the proposed “LC” zoning, subject to platting in a year and the following provisions of PO #197:

1. Prohibited uses on the site include limited and general correctional placement residences, private and public recycling collection stations, bed and breakfast, hotels/motels, recreational marine facility, heliport, parking area commercial, mining and quarrying, oil or gas drilling, rock crushing, solid waste incinerator, asphalt or concrete plant, limited and general, recreational vehicle campground, tavern and drinking establishment, and pawn shop.
2. On site pole lights shall be no higher than 20-foot, including the base. They shall be hooded and directed onto the site and away from abutting and adjacent residential development and zoning, as well as away from the drive in theater site. No pole lights shall be located within the required setbacks.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The zoning in the area ranges from “SF-5,” “TF-3,” “B” and “MH” to “LC,” “GC” and “LI.” Uses include manufactured home complexes, single-family residences, churches, auto repair, convenience store, an electric substation, small retail, a skating rink and the last drive-in theater in Wichita. There is also undeveloped land in the area, zoned “SF-5” and “B,” and most of it is owned by the applicant/church.
2. **The suitability of the subject property for the uses to which it has been restricted:** The subject property is zoned “SF-5” and abuts a “SF-5” zoned electrical substation (west side), undeveloped “SF-5” zoned property (south side, owned by the applicant) and (east side) a “MH” zoned manufacturing housing complex. The “GC” and “LI” zoned drive in theater and roller skate rink, as well as a “MH” manufactured home complex are located

north of the site, across MacArthur. Existing zoning and development in the area has made the subject site less attractive for single-family residential development.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Denial of the request would not impose any negative affect on nearby properties. However, approval of the requested “LC” zoning with the proposed provisions of the PO would allow the property owner to develop the site with uses more similar to the existing abutting and adjacent uses than what is permitted in the current “SF-5” zoning.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: The hardship imposed on the applicant is primarily economic. Approval of the requested “LC” zoning with the proposed provisions of the PO would allow the property owner to market the site for uses more similar to the existing abutting and adjacent uses than what is permitted in the current “SF-5” zoning.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies this site as appropriate for “urban residential.” The requested “LC” zoning and the uses permitted in it would be classified as “local commercial” by the Guide. The site’s location along MacArthur is appropriate for “local commercial” and the “LC” uses as permitted in the proposed PO are more compatible to existing uses and zoning than the site’s current “SF-5” zoning.
6. Impact of the proposed development on community facilities: Traffic would increase with any development of the site, although the uses as permitted in the proposed PO, would generate traffic mostly during the working hours, with the possible exception of uses that would involve medical services and warehouse, self service storage, in that case evening and night traffic is a possibility. There is a seasonal increase of night traffic in the area generated by the remaining twin screen drive-in theater in Wichita. Platting will address access onto MacArthur (and the additional ROW needed) as well any drainage issues created by development of the site.

BILL LONGNECKER, Planning staff presented the staff report.

MOTION: To take items #4 (ZON2007-48) and #5 (ZON2007-49) as one item, since it was from the same applicant.

MCKAY moved, **JOHNSON** seconded the motion, and it carried (12-0).

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2007-00048

Request for a zone change from "SF-5" Single-family Residential to "LC" Limited Commercial, on approximately 4.7-acres of property described as:

The North half of the East 10 acres of the North 20 acres of the West half of the Northwest Quarter of Section 15, Township 28 South, Range 1 East of the 6th P.M., subject to road rights-of-way of record, Wichita, Sedgwick County, Kansas. Generally located on the south side of MacArthur Road and east of Hydraulic Avenue.

**SUBJECT TO PLATTING WITHIN A YEAR & THE FOLLOWING PROVISIONS OF PROTECTIVE
OVERLAY DISTRICT #196:**

1. Prohibited uses on the site include limited and general correctional placement residences, private and public recycling collection stations, bed and breakfast, hotels/motels, recreational marine facility, heliport, parking area commercial, mining and quarrying, oil or gas drilling, rock crushing, solid waste incinerator, and asphalt or concrete plant, limited and general, recreational vehicle campground, tavern and drinking establishment and pawn shop.
2. On site pole lights shall be no higher than 20-foot, including the base. They shall be hooded and directed onto the site and away from abutting and adjacent residential development and zoning, and shall not face to the north. No pole lights shall be located within the required setbacks.
3. Flashing signs, (including signs showing only time, temperature and other public service messages), rotating or moving signs, signs with moving lights, electronic or video message boards or signs which create illusions of movement are not permitted.
4. Portable and off-site signs are not permitted.
5. All freestanding signs must be monument type, shall have a maximum height of 16 feet and shall be oriented perpendicular to MacArthur Road.
6. The subject property shall be limited to a total of three signs.
7. Any use of backlit canopies and neon or fluorescent tube lighting on buildings is not permitted.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official

zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney



**INTEROFFICE
MEMORANDUM**

TO: City Council Members
FROM: Janet Johnson, Neighborhood Assistant, District III
SUBJECT: **ZON2007-48 and ZON2007-49: City zone change from SF-5 Single family residential to LC Limited Commercial and GO General Office**
DATE: Nov. 9, 2007

On Wednesday, Nov. 7, 2007, the District III Advisory Board considered a zoning change request generally located south of MacArthur Road on the east side of Hydraulic.

The cases had already been presented at the MAPC on Nov. 1 and were approved by the Commission. The applicant, First Pentecostal Church represented by Russ Ewy of Baughman Co., and Jim Gobel, owner of the Starlite Drive-In Theater, met prior to the MAPC and DAB hearings and worked out a protective overlay that was acceptable to both parties.

The protective overlay was designed to protect the area from any type of lighting that might interfere with the operations of the Starlite Drive-In Theater, located across the street.

During the DAB meeting, a change was noted in item #3 of the protective overlay on both cases. In item #3, the verbage in the parentheses "except for signs showing only time, temperature and other public services messages" is to be stricken. This type of sign will NOT be acceptable under the protective overlay.

The DAB members voted 10-1 to support the requested zoning changes with the noted change in the protective overlay.

One DAB member wanted to know what recourse the Starlite Theater would have in the event the protective overlay did not accomplish what it was intended to. City Planner Bill Longnecker said once the zoning change and the protective overlay are approved, the Starlite Theater would have no recourse.

Please review this information when **ZON2007-00048 and ZON2007-00049** are considered.

Janet Johnson
Neighborhood Assistant
District 3

City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council

SUBJECT: ZON2007-48 – Zone change from “SF-5” Single-family Residential to “LC” Limited Commercial with Protective Overlay #196. Generally located on the south side of MacArthur Road and east of Hydraulic Avenue. (District III)

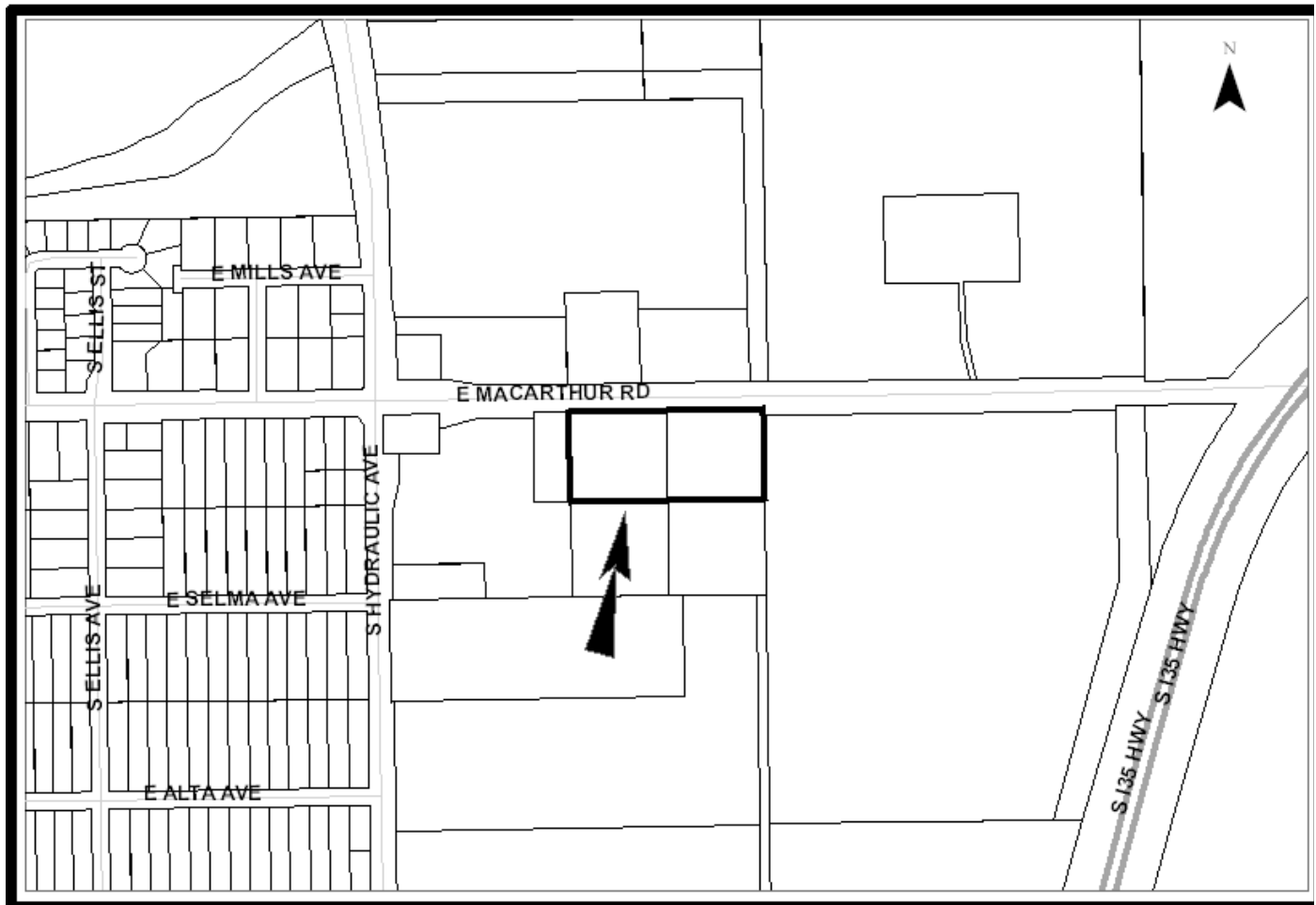
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve unanimously (12-0), subject to staff recommendations.

MAPD Staff Recommendations: Approve, subject to the provisions of the Protective Overlay and platting.

DAB recommendation: Approve (10-1), subject to staff recommendations



Background: The applicant is requesting “LC” Limited Commercial zoning for the 4.7-acre unplatted “SF-5” Single-family Residential zoned site. The site is partially developed with a single-family residence located on its west portion. The site is located approximately 660 feet east of the Hydraulic Avenue and MacArthur Road intersection with frontage/access onto MacArthur. The requested “LC” zoning would allow the applicant to market the site for commercial development.

The site abuts the east side of a 0.89 acre “SF-5” zoned KG&E electric substation, which is located between the subject site and the applicant’s partially developed First Pentecostal Church site (Pentecostal 2nd Add, 12-1-1982 and the Ed Dwire Add, 3-20-1978). The applicant’s church site is zoned largely “LC” Limited Commercial (County zoning, 1958) with a smaller, undeveloped “B” Multi-family Residential zoned portion. The site also abuts the north side of a 13 acre unplatted, undeveloped “SF-5” zoned property. This 13 acre “SF-5” zoned property is also owned by the applicant and has frontage/access onto MacArthur Road. The 13 acre site is being considered for “GO” zoning on today’s agenda (ZON2007-49). If the applicant’s requested zoning changes (ZON2007-48 & -49) are approved, then KG&E’s “SF-5” zoned substation site will be the last of the developable “SF-5” zoned property on the west side of Hydraulic, for approximately ¼-mile south of MacArthur Road. The developed “SF-5” properties in this area are located largely on the west side of Hydraulic. The area’s configuration is defined by I-35, I-135, 47th Street South and the Arkansas River.

There are “MH” Manufactured Housing zoned manufactured home complexes abutting the east side of the site (Z2753 {1986} and Z3209 {1996}). Properties north of the site, across MacArthur Road, are zoned “MH,” “GC” and “LI” and are developed as a manufactured housing complex, an indoor roller skating rink and Wichita’s last drive-in theater, the twin screen Starlite. The “GC” and “LI” zoned drive-in theater is the largest portion of CUP DP-47, which was approved in 1972. DP-47 has four parcels; the largest parcel (A) allows only the drive-in theater. The three smaller parcels allow restaurants, service stations and retail in Parcel B; Parcels C and D allow indoor/outdoor sale and services as allowed in “GC” zoning. The owner of the drive in theater has expressed concerns about the impact of additional lighting and noise in the area, as allowed by the current zoning cases.

Analysis: On November 1, 2007, the MAPC voted unanimously (12-0) to recommend approval of the zone change subject to platting within one year and the provisions of PO #196. There were no speakers in opposition to the request at the MAPC meeting. On November 7, 2007, DAB III voted (10-1) to recommend approval of the zone change subject to platting within one year and the provisions of PO #196. There were no speakers in opposition to the request at the DAB III meeting. No protest petitions have been submitted, and staff has received no telephone calls protesting the proposed zone change. The provisions of PO #196 are:

1. Prohibited uses on the site include limited and general correctional placement residences, private and public recycling collection stations, bed and breakfast, hotels/motels, recreational marine facility, heliport, parking area commercial, mining and quarrying, oil or gas drilling, rock crushing, solid waste incinerator, and asphalt or concrete plant, limited and general, recreational vehicle campground, tavern and drinking establishment and pawn shop.
2. On site pole lights shall be no higher than 20-foot, including the base. They shall be hooded and directed onto the site and away from abutting and adjacent residential development and zoning, and shall not face to the north. No pole lights shall be located within the required setbacks.
3. Flashing signs, (including signs showing only time, temperature and other public service messages), rotating or moving signs, signs with moving lights, electronic or video message boards or signs which create illusions of movement are not permitted.
4. Portable and off-site signs are not permitted.

5. All freestanding signs must be monument type, shall have a maximum height of 16 feet and shall be oriented perpendicular to MacArthur Road.
6. The subject property shall be limited to a total of three signs.
7. Any use of backlit canopies and neon or fluorescent tube lighting on buildings is not permitted.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the zone change, subject to the additional recommended provisions of Protective Overlay #196 and subject to the condition of platting; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to the City Council; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

4. **Case No.: ZON2007-49** – First Pentecostal Church Inc., c/o Rev. Marrell Cornwell (applicant); Baughman Company c/o Russ Ewy (agent) Request City zone change from "SF-5" Single-family Residential to "GO" General Office on property described as;

The South half of the East 10 acres of the North 20 acres of the West half of the Northwest Quarter of Section 15, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, TOGETHER with the South 348 feet of the North 1007.4 feet of the West 1042.5 feet of the West half of said Northwest Quarter. Subject to road rights-of-way of record. Generally located on the south side of MacArthur Road and east of Hydraulic Avenue.

BACKGROUND: The applicant is requesting "GO" General Office zoning for the 13-acre unplatted, undeveloped "SF-5" Single-family Residential zoned site. The site is located approximately 635-feet south of the Hydraulic Avenue – MacArthur Road intersection, with frontage/access onto Hydraulic. The requested "GO" zoning would allow the applicant possible development of the site for office, day care centers, assisted living, senior housing, and additional church parking

The site abuts the south and east sides of the platted (Pentecostal 2nd Add, 12-1-1982 and the Ed Dwire Add, 3-20-1978), partially developed First Pentecostal Church site, which is zoned largely zoned "LC" Limited Commercial (1958 County zoning), with a smaller, undeveloped, "B" Multi-family Residential zoned portion. The site also abuts the south side of unplatted "SF-5" zoned property owned by the applicant, which is partially developed with a single-family residence, with the rest being vacant. This "SF-5" zoned 4.7-acre church owned property has frontage/access onto MacArthur and is being considered for "LC" zoning on today's agenda: ZON2007-48. A "SF-5" zoned KG&E electric substation is located between the church site and its 4.7-acres of "SF-5" property. The substation abuts the northwest corner of the subject site. If the applicant's requested zoning changes, ZON2007-48 & -49, are approved the KG&E "SF-5" zoned substation site (less than an acre) will be the last "SF-5" zoned property on the west side of Hydraulic, for approximately ¼-mile south of MacArthur.

There are "MH" Manufactured Housing zoned manufactured home complexes (three of the area's ten) abutting the south and east sides of the site: Z2897 (1988), Z2753 (1986) and Z3209 (1996). Properties west of the site, across Hydraulic, are zoned "SF-5" (platted in the early 1950s) and developed as single-family residences. The developed "SF-5" properties in this area are located largely on the west side of Hydraulic. The area's configuration is defined by I-35, I-135, 47th Street South and the Arkansas River.

The Wichita Access Management Policy would require that Hydraulic have a 60-foot half-width ROW (10-feet more than what presently exists). The policy would also require 200 feet between right-in right-out openings, and 400 feet between full movement openings. All applicable codes and development standards would apply to the subject site.

CASE HISTORY: The site's area was annexed into the City sometime between 1961 – 1970.

ADJACENT ZONING AND LAND USE:

NORTH: “LC”, “B”, “SF-5” “GC”, “LI”	churches, auto repair, indoor roller skating rink, undeveloped land, twin screen drive in movie, convenience store, a utility
SOUTH: “MH”, “TF-3”	manufactured housing complex, apartments
EAST: “MH”	manufactured housing complex
WEST: “SF-5”, “LC”	single-family residences, small retail

PUBLIC SERVICES: The site has access to Hydraulic Avenue, a four-lane arterial, with 50-foot of half-street right-of-way. Average daily trips (ADT) south along this section of Hydraulic are approximately 13,000 ADT. The 2030 Transportation Plan projects traffic along this section of Hydraulic to increase to approximately 17,000 ADT. Municipal sewer and water services and all other utilities are available.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies this site as appropriate for “urban residential.” The “urban residential” category includes all densities of residential development found within the urban municipality. The requested “GO” zoning and the uses permitted in it would be classified as “local commercial” by the Guide. The “local commercial” category’s uses are local in their customer base and include commercial, office, personal services, medical, auto repair, grocery stores, florist shops, service stations, restaurants and on a limited presence basis mini-storage warehousing and small scale light manufacturing. The site’s proposed “GO” zoning is closer in its order of position in the list of zoning districts to the existing, abutting “LC” and “MH” zoning than its current “SF-5” zoning, which is isolated from the adjacent (west of Hydraulic) “SF-5” zoned single-family residential subdivisions.

RECOMMENDATION: The proposed “GO” is more appropriate for the site than the site’s current, isolated “SF-5” zoning. A protective overlay would help mitigate potential negative impact on the adjacent “SF-5” zoned residential subdivisions and the abutting “MH” zoned manufactured home complexes’ residences. Staff recommends APPROVAL of the proposed “GO” zoning, subject to platting in a year and the following provisions of PO #196:

1. Prohibited uses on the site include limited and general correctional placement residences, private recycling collection stations, bed and breakfast, hotels/motels, recreational marine facility, heliport, parking area commercial, mining and quarrying, oil or gas drilling, rock crushing, solid waste incinerator, and asphalt or concrete plant, limited.
2. On site pole lights shall be no higher than 15-feet, including the base. They shall be hooded and directed onto the site and away from abutting and adjacent residential development and zoning. No pole lights shall be located within the required setbacks.

This recommendation is based on the following findings:

- 1) **The zoning, uses and character of the neighborhood:** The zoning in the area ranges from “SF-5,” “TF-3,” “B” and “MH” to “LC,” “GC” and “LI.” Uses include manufactured home complexes, single-family residences, churches, auto repair, convenience store, an electric substation, small retail, a roller skating rink and the last drive in theater in Wichita. There is also undeveloped land in the area, zoned “SF-5” and “B,” and most of it is owned by the applicant/church.

- 2) The suitability of the subject property for the uses to which it has been restricted: The subject property is zoned “SF-5” and abuts a “LC” zoned church (north side), an undeveloped, small “B” zoned property (north side) and (on its south and east sides) two “MH” zoned manufactured home complexes. There is one “SF-5” zoned single-family residence abutting a north portion of the site, as is a “SF-5” zoned electrical substation. Existing zoning and development in the area has made the subject site less attractive for single-family residential development.
- 3) Extent to which removal of the restrictions will detrimentally affect nearby property: Denial of the request would not impose any determinate affect on nearby properties. However, approval of the requested “GO” zoning with the proposed provisions of the PO would allow the property owner to develop the site with uses more similar to the existing abutting and adjacent uses than what is permitted in the current “SF-5” zoning.
- 4) Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: The hardship imposed on the applicant is primarily economic. Approval of the requested “GO” zoning with the proposed provisions of the PO would allow the property owner to develop the site with uses more similar to the existing abutting and adjacent uses than what is permitted in the current “SF-5” zoning.
- 5) Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies this site as appropriate for “urban residential.” The requested “GO” zoning and the uses permitted in it would be classified as “local commercial” by the Guide. The site’s location along Hydraulic is appropriate for “local commercial” and the “GO” uses as permitted in the proposed PO are more compatible to existing uses and zoning than the site’s current “SF-5” zoning.
- 6) Impact of the proposed development on community facilities: Traffic would increase with any development of the site, although the uses as permitted in the proposed PO, would generate traffic mostly during the working hours, with the possible exception of uses that would involve medical services and warehouse, self service storage, in that case evening and night traffic is a possibility. There is a seasonal increase of night traffic in the area generated by the remaining twin screen theater in Wichita. Platting will address access onto Hydraulic (and the additional 10-foot of ROW needed) as well any drainage issues created by development of the site.

BILL LONGNECKER, Planning staff presented the staff report. Staff is recommending approval subject to platting in one year, and the provisions of Protective Overlay #196. There has been ongoing dialogue between staff, the applicant and the Starlight Theatre, and in fact it was still going on between the applicant and the theater, and that staff was not sure about the resolution of the requested zoning’s potential lighting and noise on the drive in. The applicant has requested that item #2 of the protective overlay have pole lighting no higher than 20 feet, and staff is in agreement.

RUSS EWY, BAUGHMAN COMPANY, PA, AGENT FOR THE APPLICANT, said expansion of First Pentecostal Church would force relocation of some bus parking (for storage purposes). He mentioned several relocation options that were discussed. Church would like to sell off “LC” to help subsidize their restoration of this site.

Discussions have occurred with the Starlight owner concerning light trespassing from this site to the Starlight to the north and affect their operations. In conjunction with staff, there is agreement of limiting the pole height to 20 feet and shielded from the north. "LC" allows lights up to 20 feet, and "GO" limits the height to 15 feet. There was agreement that both zoning protective overlays have the height of the lights allowed to 20 foot.

JIM GOBLE, 716 MONROE STREET, DENVER, CO, bought Starlight 10 years ago and has rehabilitated it. He had no problem with what the church would like to do; however, he pointed out several areas where lights could be a problem. He requested protection from those lights. He does not recall any reference to signage in the Staff report, and this could be detrimental to the Starlight. This would include signage, as well as backlit awnings. These movie screens reflect every bit of light from projections, as well as an ambient light in the area. He requested language that would protect the Starlight from signage or backlit awnings; would like some consideration on this.

RUSS EWY, does not think we would have a problem limiting sign heights. Typically, in Community Unit Plans, there are 16 to 20 foot height restrictions on monument style signs. He was not sure about the illumination questions. Ewy was willing to limit the size of signs to the monument style, and prohibit wall pack or canopy backlit lighting. This item is scheduled for next week's DAB, and that would allow enough time to have revised language before this item goes to City Council.

MCKAY asked if the agent would be willing to put what was said in writing to satisfy Mr. Goble.

EWY responded "yes."

CHAIRMAN MITCHELL requested that the agent and Mr. Goble meet in the ante-room to see if they can reach an agreement and report back to the Commission prior to the end of today's meeting.

At end of meeting (2:40 p.m.) – resumed discussion of this item.

EWY reported that they had a discussion and had come to a compromise. There is revised language for the protective overlay in both cases, and that he would provide this to staff, as he then read it to the Commissioners.

ZON2007-48 – Protective Overlay condition #2 – pole lighting shall be 20-foot in height, including base, hooded and directed onto the site away from abutting and adjacent residential zoning. They added shielding and directing light away from the north. In addition, flashing signs showing time, temperature, and other public service messages; rotating or moving signs; signs with moving lights; signs which create the illusions of movement are not permitted, including electronic or video message boards. Portable or off-site signs are not permitted; as well as, all free standing signs must be monument type and have a maximum height of 16 feet, and be placed perpendicular to MacArthur Road. Also, there is a limit of not more than 3 signs. For lighting, there would be an additional condition excluding the use of backlit canopy, neon or fluorescent tube on buildings is not permitted.

ZON2007-49 – Protective Overlay prevents directing any lights to the north. Lighting would share some of the similar restrictions for flashing signs and prohibit video or electronic message boards (flashing, moving, rotating types of signs), portable and off site signs would be restricted.

Signage for GO portion be limited to a maximum of 16 feet and be a monument style. Include exclusion of backlit canopies and neon fluorescent tube lighting on buildings.

GOBLE agreed that everything is covered the way it was discussed, and he is fine with this.

MOTION: To approve subject to staff recommendation, and the agreement made between the applicant and the owner of the Starlight Theatre.

JOHNSON moved, **DOWNING** seconded the motion, and it carried (12-0).

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2007-00049

Request for a zone change from "SF-5" Single-family Residential to "GO" Neighborhood Office, on approximately 13-acres of property described as:

The South half of the East 10 acres of the North 20 acres of the West half of the Northwest Quarter of Section 15, Township 28 South, Range 1 East of the 6th P.M., TOGETHER with the South 348 feet of the North 1007.4 feet of the West 1042.5 feet of the West half of said Northwest Quarter, Wichita, Sedgwick County, Kansas. Subject to road rights-of-way of record. Generally located south of MacArthur Road on the east side of Hydraulic Avenue.

**SUBJECT TO PLATTING WITHIN A YEAR & THE FOLLOWING PROVISIONS OF PROTECTIVE
OVERLAY DISTRICT #197:**

1. Prohibited uses on the site include limited and general correctional placement residences, private recycling collection stations, bed and breakfast, hotels/motels, recreational marine facility, heliport, parking area commercial, mining and quarrying, oil or gas drilling, rock crushing, solid waste incinerator, and asphalt or concrete plant, limited.
2. On site pole lights shall be no higher than 20-foot, including the base. They shall be hooded and directed onto the site and away from abutting and adjacent residential development and zoning, and shall not face to the north. No pole lights shall be located within the required setbacks.
3. Flashing signs (including signs showing only time, temperature and other public service messages), rotating or moving signs, signs with moving lights, electronic or video message boards or signs which create illusions of movement are not permitted.
4. Portable and off-site signs are not permitted.
5. All freestanding signs must be monument type, shall have a maximum height of 16 feet.
6. Any use of back-lit canopies and neon or fluorescent tube lighting on buildings is not permitted.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney



**INTEROFFICE
MEMORANDUM**

TO: City Council Members
FROM: Janet Johnson, Neighborhood Assistant, District III
SUBJECT: **ZON2007-48 and ZON2007-49: City zone change from SF-5 Single family residential to LC Limited Commercial and GO General Office**
DATE: Nov. 9, 2007

On Wednesday, Nov. 7, 2007, the District III Advisory Board considered a zoning change request generally located south of MacArthur Road on the east side of Hydraulic.

The cases had already been presented at the MAPC on Nov. 1 and were approved by the Commission. The applicant, First Pentecostal Church represented by Russ Ewy of Baughman Co., and Jim Gobel, owner of the Starlite Drive-In Theater, met prior to the MAPC and DAB hearings and worked out a protective overlay that was acceptable to both parties.

The protective overlay was designed to protect the area from any type of lighting that might interfere with the operations of the Starlite Drive-In Theater, located across the street.

During the DAB meeting, a change was noted in item #3 of the protective overlay on both cases. In item #3, the verbage in the parentheses "except for signs showing only time, temperature and other public services messages" is to be stricken. This type of sign will NOT be acceptable under the protective overlay.

The DAB members voted 10-1 to support the requested zoning changes with the noted change in the protective overlay.

One DAB member wanted to know what recourse the Starlite Theater would have in the event the protective overlay did not accomplish what it was intended to. City Planner Bill Longnecker said once the zoning change and the protective overlay are approved, the Starlite Theater would have no recourse.

Please review this information when **ZON2007-00048 and ZON2007-00049** are considered.

Janet Johnson
Neighborhood Assistant
District 3



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Please review this information when **ZON2007-00048 and ZON2007-00049** are considered.

Janet Johnson
Neighborhood Assistant
District 3

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council

SUBJECT: ZON2007-49 – Zone change from “SF-5” Single-family Residential to “GO” General Office with Protective Overlay #197. Generally located south of MacArthur Road, on the east side of Hydraulic Avenue. (District III)

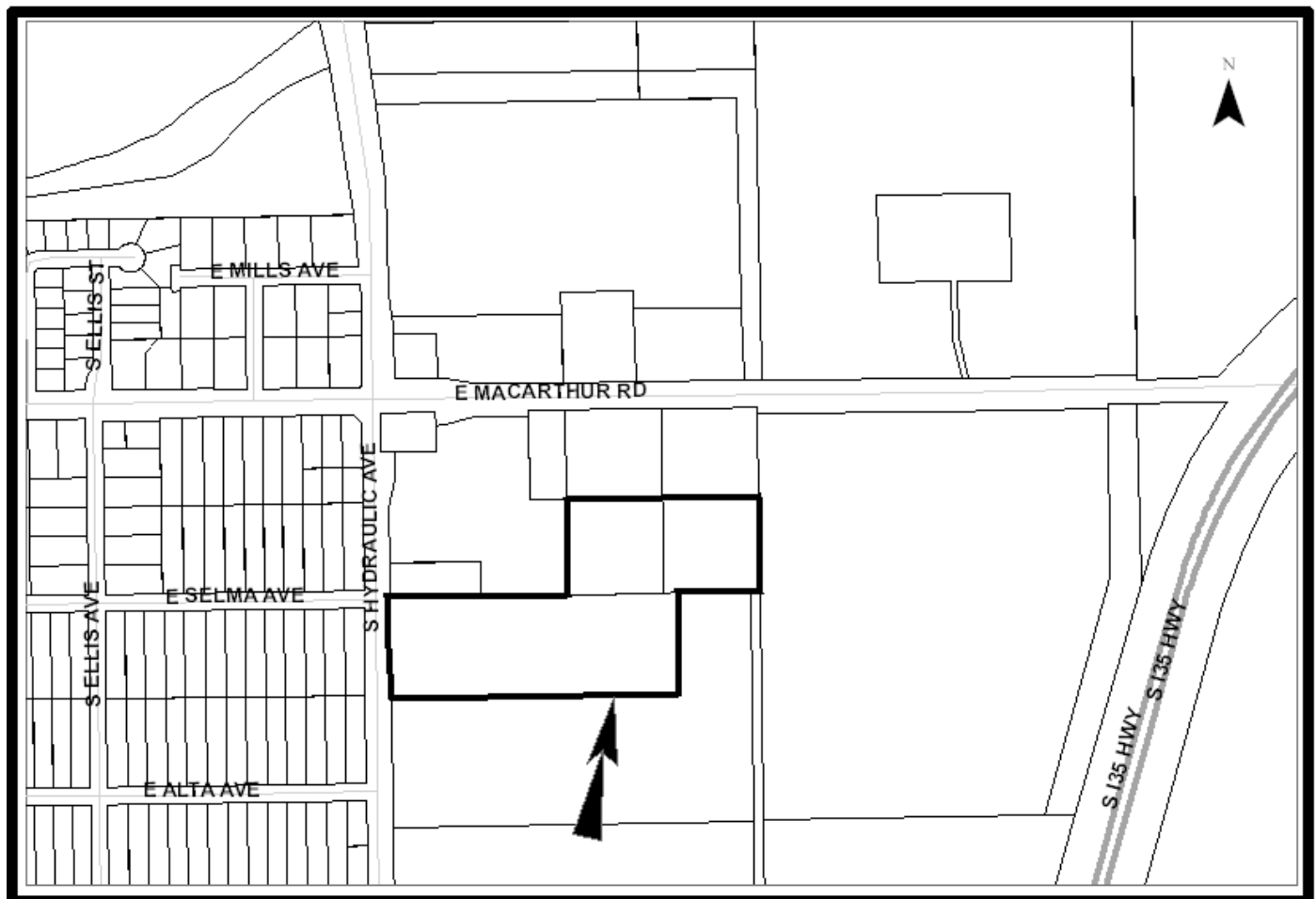
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve unanimously (12-0), subject to staff recommendations.

MAPD Staff Recommendations: Approve, subject to the provisions of the Protective Overlay and platting.

DAB recommendation: Approve (10-1), subject to staff recommendations



Background: The applicant is requesting “GO” General Office zoning, with a Protective Overlay (PO), for the 13 acre unplatted, undeveloped “SF-5” Single-family Residential zoned site. The site is located approximately 635 feet south of the Hydraulic Avenue and MacArthur Road intersection with frontage/access onto Hydraulic. The requested “GO” zoning would allow the applicant possible development of the site for office, day care centers, assisted living, senior housing and additional church parking.

The site abuts the south and east sides of the platted (Pentecostal 2nd Addition, 12-1-1982; and the Ed Dwire Addition, 3-20-1978) partially developed First Pentecostal Church site, which is largely zoned “LC” Limited Commercial (County zoning, 1958) with a smaller, undeveloped “B” Multi-family Residential zoned portion. The site also abuts the south side of unplatted “SF-5” zoned property owned by the applicant, which is partially developed with a single-family residence with the rest being vacant. This “SF-5” zoned 4.7 acre church owned property has frontage/access onto MacArthur Road and is being considered for “LC” zoning on today’s agenda (ZON2007-48). A “SF-5” zoned KG&E electric substation is located between the church site and its 4.7 acres of “SF-5” property. The substation abuts the northwest corner of the subject site. If the applicant’s requested zoning changes (ZON2007-48 and ZON2007-49) are approved, the KG&E “SF-5” zoned substation site (less than an acre) will be the last “SF-5” zoned property on the west side of Hydraulic, for approximately ¼-mile south of MacArthur Road.

There are “MH” Manufactured Housing zoned manufactured home complexes (three of the area’s ten) abutting the south and east sides of the site: Z2897 (1988), Z2753 (1986) and Z3209 (1996). Properties west of the site, across Hydraulic, are zoned “SF-5” (platted in the early 1950s) and developed as single-family residences. The developed “SF-5” properties in this area are located largely on the west side of Hydraulic. The greater area’s configuration is defined by I-35, I-135, 47th Street South and the Arkansas River.

The Wichita Access Management Policy would require that Hydraulic have a 60 foot half-width right-of-way (10 feet more than what presently exists). The policy would also require 200 feet between right-in right-out openings and 400 feet between full movement openings. All applicable codes and development standards would apply to the subject site.

Analysis: On November 1, 2007, the MAPC voted unanimously (12-0) to recommend approval of the zone change subject to platting within one year and the provisions of PO #197. There were no speakers in opposition to the request at the MAPC meeting. On November 7, 2007, DAB III voted (10-1) to recommend approval of the zone change subject to platting within one year and the provisions of PO #197. There were no speakers in opposition to the request at the DAB III meeting. No protest petitions have been submitted, and staff has received no telephone calls protesting the proposed zone change. The provisions of PO #197 are:

1. Prohibited uses on the site include limited and general correctional placement residences, private recycling collection stations, bed and breakfasts, hotels/motels, recreational marine facility, heliport, parking area commercial, mining and quarrying, oil or gas drilling, rock crushing, solid waste incinerator, and asphalt or concrete plant, limited.
2. On site pole lights shall be no higher than 20-foot, including the base. They shall be hooded and directed onto the site and away from abutting and adjacent residential development and zoning, and shall not face to the north. No pole lights shall be located within the required setbacks.
3. Flashing signs (including signs showing only time, temperature and other public service messages), rotating or moving signs, signs with moving lights, electronic or video message boards or signs which create illusions of movement are not permitted.
4. Portable and off-site signs are not permitted.

5. All freestanding signs must be monument type, shall have a maximum height of 16 feet.
6. Any use of backlit canopies and neon or fluorescent tube lighting on buildings is not permitted.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the zone change, subject to the additional recommended provisions of Protective Overlay #197 and subject to the condition of platting; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to the City Council; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

4. **Case No.: ZON2007-50/CUP2007-56-** Orthodontics Clinic Building, LC (owner); Acquisition Group, LLC, (contact purchaser); Professional Engineering Consultants, Inc., c/o Rob Hartman (agent) Request City zone change from "GO" General Office to "LC" Limited Commercial and DP-62 Chelsea Station CUP Amendment #10 to create Parcel 3A, allow LC commercial uses on Parcel 3A, and other modifications including reduced setback on property described as;

Lot 13, Brad Boone Addition, Sedgwick County, Kansas. Generally located on the west side of Rock Road one block south of Rockhill Street.

BACKGROUND: The applicant proposes to rezone 1.1 acre from "GO" General Office to "LC" Limited Commercial and amend DP-62 Chelsea Station Community Unit Plan to create Parcel 3A from Parcel 3. The amendment and zone change would allow for the reuse of this parcel as a commercial rather than office parcel. Uses would be all uses permitted by right in the LC district except the following prohibited uses: correctional placement residences, pawn shops, taverns, nightclubs, asphalt or concrete plants, sexually oriented businesses and adult entertainment as defined by the City Code. Also, the uses of vehicle storage yards and general vehicle repair would be shown as prohibited, even though they are never permitted in the LC district. Outdoor storage would be prohibited.

The applicant has requested to reduce the building setback on Rock Road and along the south property line from 75 feet to 35 feet. Since this is a platted setback, a vacation action would be required also.

Currently the CUP prohibits billboards on parcels zoned LC (Parcels 1 and 2) and this also should apply to Parcel 3A if rezoned LC. The maximum building coverage of 30 percent, the floor area ratio of 1:0.40 and the maximum building height of 35 feet would be the same as currently allowed.

The proposed Parcel 3A is located on the southeast corner of DP-62, a large CUP including the quarter-section (160 acres) on the southwest corner of 21st Street North and Rock Road.

Currently a medical office occupies the subject tract. The remainder of Parcel 3, which would remain zoned GO, is restricted to offices and personal services and was developed with the understanding that the area now being requested for LC was under the same restrictions. To protect the office on the remaining portions of Parcel 3, additional screening is requested by staff.

West of Parcel 3, the property is developed with duplexes on property zoned "MF-29" Multi-family Residential (Parcel 5 of DP-62). The property north of Parcel 3 (Parcel * of DP-62) is zoned MF-29 and is developed with a large apartment complex. The property to the northeast is part of a large shopping center, DP-191, that is zoned LC. A large estate located on 160 acres of property zoned "SF-5" Single-family Residential is located to the southeast. A rail-banked right-of-way abuts the property on the south and a furniture store and a bookstore on property zoned LC are located south of the rail-banked right-of-way.

CASE HISTORY: The property is platted as the Brad Boone Addition, recorded April 1, 1981. The CUP was originally approved in January 29, 1974. Three amendments have been processed since 2001. Amendment #7 was approved in 2001 subject to platting and would have divided Parcel 8 into two parcels; the new parcel along Rock Road would have been zoned LC and available for commercial/retail development similar to this request. However, the rezoning was

subject to replatting that was never done. Thus, the amendment was considered denied and closed for failure to plat. Amendments #8 and #9 allowed greater building signage on Parcel 2 for two separate uses (Garts Sports and Best Buy).

ADJACENT ZONING AND LAND USE:

NORTH:	GO, MF-29	Office, apartment complex
SOUTH:	LC	Furniture store, bookstore
EAST:	LC, SF-5	Shopping center, large residential estate
WEST:	GO, MF-29	Offices, duplexes

PUBLIC SERVICES: The property is located on Rock Road, a principal arterial improved with four through lanes, dual left-turn lanes and right-turn accel/decel lanes. Traffic counts for 2006 were 26,240 vehicles per day on Rock Road at 21st Street North. No direct access is allowed onto Rock Road, rather the site is access from a cul-de-sac serving all of Parcel 3. Normal public services are available.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “local commercial.” This is in conformance with the proposed amendment. **Commercial Objective III.B** encourages future commercial areas to: “Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses.” The proposed uses are similar to the development on the property to the northeast and south, but could have detrimental impacts on the property to the southeast. **Strategy III.B.2** seeks to integrate out parcels to planned centers through shared internal circulation, shared signage, similar landscaping and building materials, and combined ingress/egress locations. The CUP does not conform to these guidelines. Rather, it is more like a stand-alone commercial parcel surrounded on the north and west by lower intensity office development.

RECOMMENDATION: Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED subject to the following conditions:

- A. APPROVE the zone change (ZON2007-50) to LC Limited Commercial subject to platting of the property within one year;
- B. APPROVE Amendment #10 to DP-62, subject to the following conditions:
 - 1. Add to General Provision #7: For Parcel 3A, screening shall be in accordance with Article IV of the Unified Zoning Code of the City of Wichita. However, all service areas (trash dumpsters, loading docks, outdoor work and storage areas, mechanical and rooftop equipment) shall have solid screening if adjacent to office or residential property or visible from Rock Road. Such screening may be composed of solid evergreen, solid masonry or a combination of solid fence and evergreen and shall be reviewed and approved by the Director of Planning prior to issuing building permits and installed at the time development occurs.
 - 2. The following uses shall also be prohibited in Parcel 3A: vehicle repair, limited, service station, convenience store and nursery and garden center.
 - 3. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
 - 4. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall

run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.

5. Prior to publishing the resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-62) includes special conditions for development on this property.
6. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: currently a medical office occupies the subject tract. The remainder of Parcel 3, which would still be zoned GO, is restricted to offices and personal services. West of Parcel 3, the property is developed with duplexes on property zoned “MF-29” Multi-family Residential (Parcel 5 of DP-62). The property north of Parcel 3 (Parcel * of DP-62) is zoned MF-29 and is developed with a large apartment complex. The property to the northeast is part of a large shopping center, DP-191, that is zoned LC. A large estate located on 160 acres of property zoned “SF-5” Single-family Residential is located to the southeast. A rail-banked right-of-way abuts the property on the south and a furniture store and a bookstore on property zoned LC are located south of the rail-banked right-of-way.
2. The suitability of the subject property for the uses to which it has been restricted: The area is suitable for the use as currently zoned (general office) but the proposed commercial uses are similar to those on the east side of Rock Road, the uses on the west side of Rock Road located one-eighth mile to the north and the property south of the rail-banked right-of-way.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The LC uses should be restricted to eliminate some of the more intensive auto-oriented commercial uses. Currently a medical office occupies the subject tract. The remainder of Parcel 3, which would remain zoned GO, is restricted to offices and personal services and was developed with the understanding that the area now being requested for LC was under the same restrictions. To protect the office on the remaining portions of Parcel 3, additional screening is requested by staff.
4. Length of time the subject property has remained vacant as zoned: The property is currently in use as an office site.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “local commercial.” This is in conformance with the proposed amendment. **Commercial Objective III.B** encourages future commercial areas to: “Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses.” The type of uses proposed are more in alignment with the property to the northeast and south and could have detrimental impacts on the property to the southeast. **Strategy III.B.2** seeks to integrate out parcels to planned centers through shared internal circulation, shared signage, similar landscaping and building materials, and combined ingress/egress locations. The CUP does not conform to these guidelines.

Rather, it is more like a stand-alone commercial parcel surrounded on the north and west by lower intensity office development.

6. Impact of the proposed development on community facilities: The requested amendment and zone change could result in more traffic on Rock Road, but probably not a significant increment considering the substantial volume of retail and restaurant traffic already generated by Bradley Fair Shopping Center to the northeast and Tallgrass Center to the north along 21st Street North.

DONNA GOLTRY, Planning staff presented the staff report.

Responding to a question from **MCKAY** concerning what is different about the staff report distributed today, **GOLTRY** said that a reference in the staff report to platting was removed. Platting is not a recommended condition because the property is already platted.

HENTZEN commented that he had a hard time finding the site because the location was misreported.

Goltry responded that the correct location is on the west side of Rock Road, one block south of Rockhill Street.

ROBERT HARTMAN, PEC, ON BEHALF OF APPLICANT, said they are in agreement with staff comments. He mentioned that it has some additional screening, and they have eliminated some of the uses allowed under the zoning and created a separate parcel.

MOTION: To approve subject to staff recommendation, as revised.

JOHNSON moved, **BISHOP** seconded the motion, and it carried (12-0).

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
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SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2007-50

Request for zone change from "GO" General Office to "LC" Limited Commercial on property described as:

Lot 13, Brad Boone Addition, Sedgwick County, Kansas.

Generally located on the west side of Rock Road one block south of Rockhill Street.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

DABII

Minutes

11-5-07

4. CUP2007-00056 and ZON2007-00050

~~Derrick Slocum, Planning Department~~, presented information on the request for an amendment to permit commercial uses and create Parcel 3S (assoc. w/ZON2007-00050), generally located on the west side of Rock Road one block south of Rockhill Street.

The applicant proposes to rezone 1.1 acre from "GO" General Office to "LC" Limited Commercial and amend DP-62 Chelsea Station Community Unit Plan to create Parcel 3A from Parcel 3. The amendment and zone change would allow for the reuse of this parcel as a commercial rather than office parcel. Uses would be all uses permitted by right in the LC district except the following prohibited uses: correctional placement residences, pawn shops, taverns, nightclubs, asphalt or concrete plants, sexually oriented businesses and adult entertainment as defined by the City Code. Also, the uses of vehicle storage yards and general vehicle repair would be shown as prohibited, even though they are never permitted in the LC district. Outdoor storage would be prohibited.

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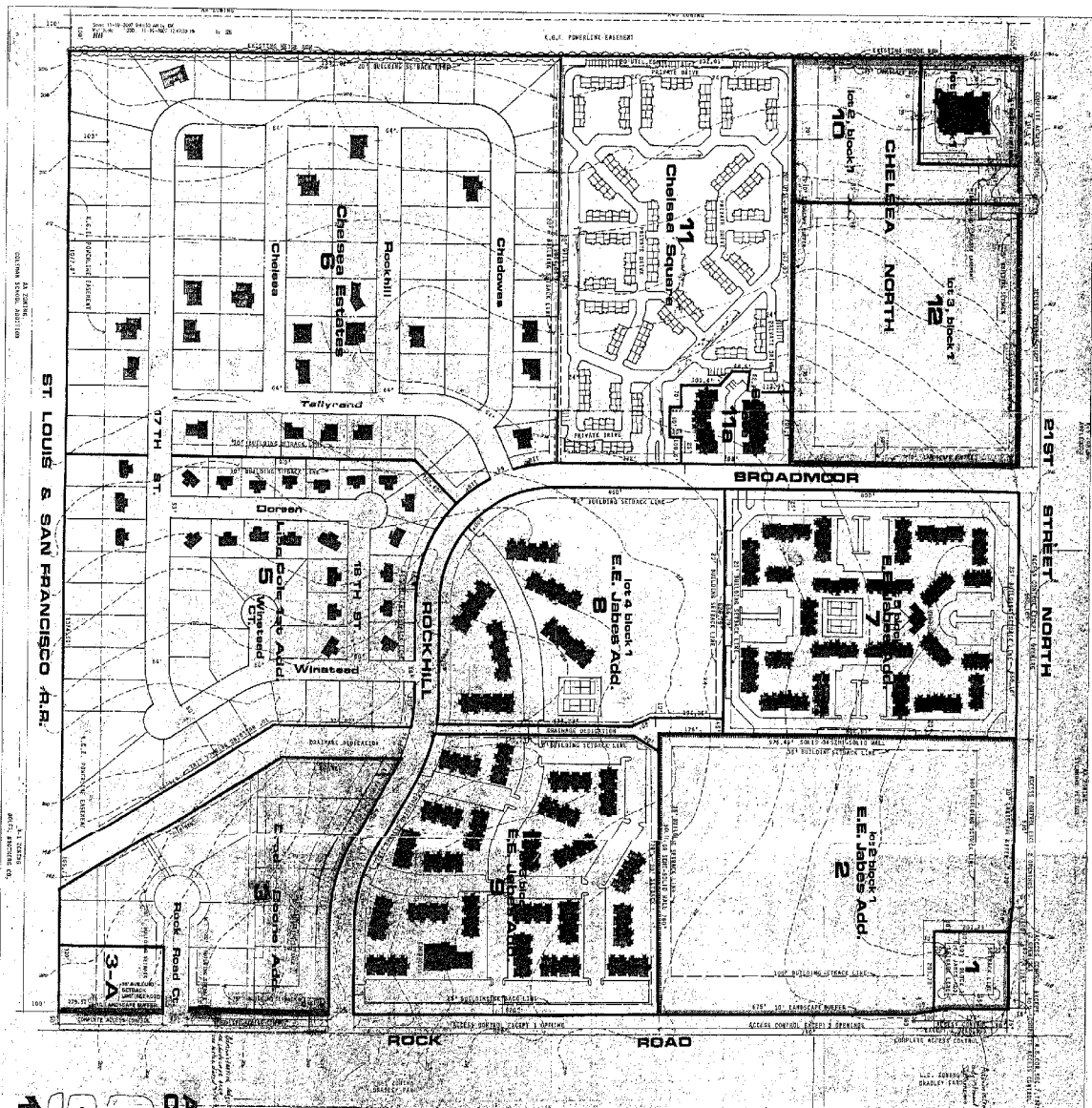
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Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED subject to the following conditions:

- A. APPROVE the zone change (ZON2007-50) to LC Limited Commercial subject to platting of the property within one year;
- B. APPROVE Amendment #10 to DP-62, subject to the following conditions:
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 - 2. The following uses shall also be prohibited in Parcel 3A: vehicle repair, limited, service station, convenience store and nursery and garden center.
 - 3. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
 - 4. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
 - 5. Prior to publishing the resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-62) includes special conditions for development on this property.
 - 6. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

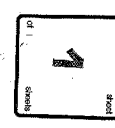
Johnson asked was there anyone to speak for or against request, no citizens in attendance. **Weeks** wanted to know if staff knew what was proposed for this location. **Slocum** advised not at this time. **Johnson** wanted to know if this had been heard by MAPC. **Slocum** advised yes and that MAPC approved the request.

Action Taken: Board recommended approval of request. Goodpasture:Crotts (8-0)



AMENDED COMMUNITY UNIT PLAN DP-62 CHELSEA STATION

Scale: 1" = 100'



GENERAL PROVISIONS

1. The purpose of this plan is to show the location and boundaries of the lots and blocks within the community unit plan.

2. The lots and blocks shown on this plan are subject to the provisions of the zoning ordinance and the rules and regulations of the city of Kansas City.

3. The lots and blocks shown on this plan are subject to the provisions of the subdivision act and the rules and regulations of the state of Missouri.

4. The lots and blocks shown on this plan are subject to the provisions of the plat act and the rules and regulations of the state of Kansas.

5. The lots and blocks shown on this plan are subject to the provisions of the plat act and the rules and regulations of the state of Kansas.

6. The lots and blocks shown on this plan are subject to the provisions of the plat act and the rules and regulations of the state of Kansas.

7. The lots and blocks shown on this plan are subject to the provisions of the plat act and the rules and regulations of the state of Kansas.

8. The lots and blocks shown on this plan are subject to the provisions of the plat act and the rules and regulations of the state of Kansas.

9. The lots and blocks shown on this plan are subject to the provisions of the plat act and the rules and regulations of the state of Kansas.

10. The lots and blocks shown on this plan are subject to the provisions of the plat act and the rules and regulations of the state of Kansas.

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AMENDED COMMUNITY UNIT PLAN DP-62

CHELSEA STATION

WICHITA, KANSAS

JEFF KREIBEL ASSOCIATES, INC.

Architects - Planners

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City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council

SUBJECT: CUP2007-56 Associated with ZON2007-50– DP-62 Chelsea Community Unit Plan Amendment #10 to create Parcel 3A and other modifications including reduced setback; zone change to “LC” Limited Commercial. Generally located on the west side of Rock Road, one block south of Rockhill Street. (District II)

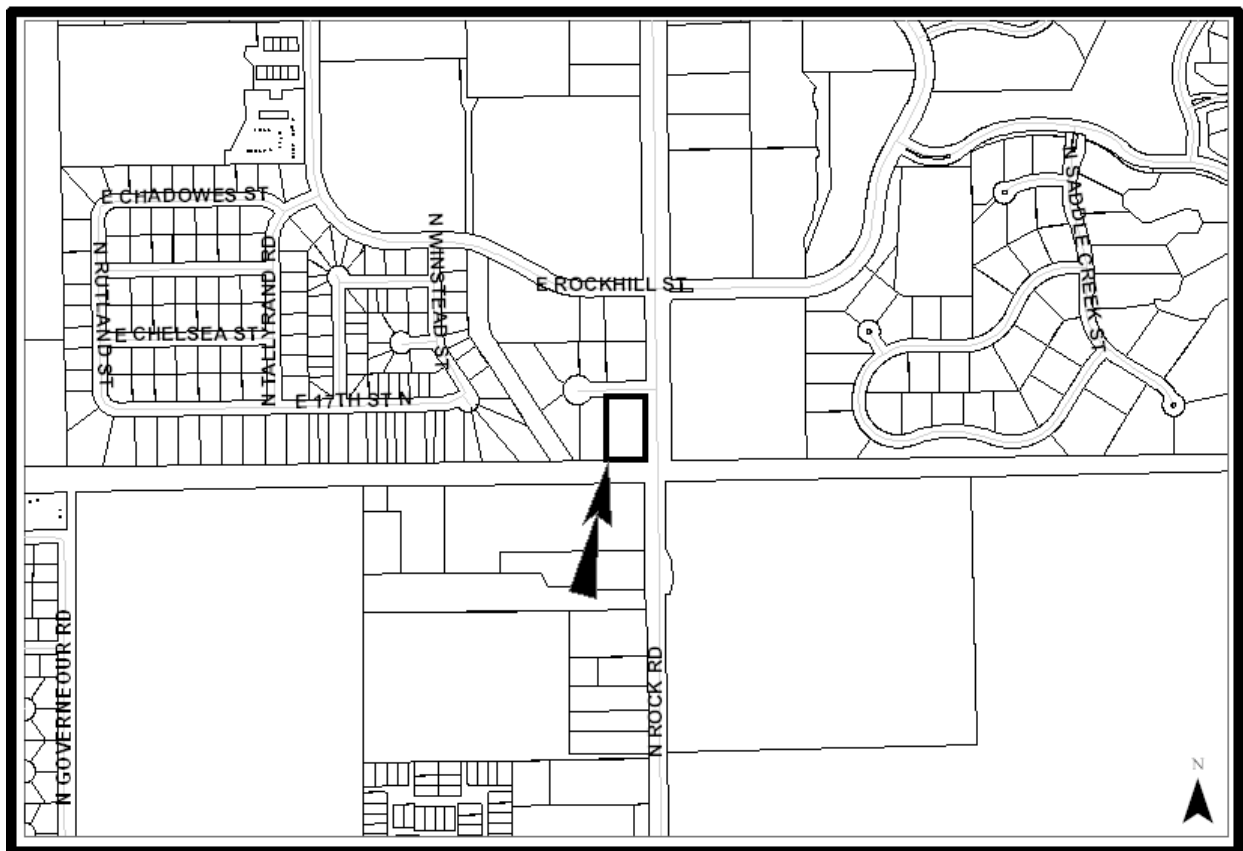
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to staff recommendations with modifications (12-0).

MAPD Staff Recommendations: Approve, subject to conditions.

DAB Recommendations: Approve, subject to staff recommendations with modifications (8-0).



Background: The applicant proposes to rezone 1.1 acres from “GO” General Office to “LC” Limited Commercial and amend DP-62 Chelsea Station Community Unit Plan to create Parcel 3A from Parcel 3. The amendment and zone change would allow for the reuse of this parcel as a commercial rather than office parcel. Uses would be all uses permitted by right in the LC district except the following prohibited uses: correctional placement residences, pawn shops, taverns, nightclubs, asphalt or concrete plants, sexually oriented businesses and adult entertainment as defined by the City Code. Also, the uses of vehicle storage yards and general vehicle repair would be shown as prohibited, even though they are never permitted in the LC district. Outdoor storage would be prohibited.

The applicant has requested to reduce the building setback on Rock Road and along the south property line from 75 feet to 35 feet. Since this is a platted setback, a vacation action would be required also.

Currently the CUP prohibits billboards on parcels zoned LC (Parcels 1 and 2) and this also should apply to Parcel 3A if rezoned LC. The maximum building coverage of 30 percent, the floor area ratio of 1:0.40 and the maximum building height of 35 feet would be the same as currently allowed.

The proposed Parcel 3A is located on the southeast corner of DP-62, a large CUP including the quarter-section (160 acres) on the southwest corner of 21st Street North and Rock Road. Currently a medical office occupies the subject tract. The remainder of Parcel 3, which would remain zoned GO, is restricted to offices and personal services and was developed with the understanding that the area now being requested for LC was under the same restrictions. To protect the office on the remaining portions of Parcel 3, additional screening is requested by staff.

West of Parcel 3, the property is developed with duplexes on property zoned “MF-29” Multi-family Residential (Parcel 5 of DP-62). The property north of Parcel 3 (Parcel 9 of DP-62) is zoned MF-29 and is developed with a large apartment complex. The property to the northeast is part of a large shopping center, DP-191, that is zoned LC. A large estate located on 160 acres of property zoned “SF-5” Single-family Residential is located to the southeast. A rail-banked right-of-way abuts the property on the south and a furniture store and a bookstore on property zoned LC are located south of the rail-banked right-of-way.

Analysis: At the MAPC meeting held November 1, 2007, the MAPC voted (12-0) to approve subject to staff recommendations. At the District II Advisory Board meeting held July 9, 2007, DAB II voted (8-0) to recommend approval per MAPC recommendation. No protests have been received. The recommendation is to APPROVE Amendment #10 to DP-62, subject to the following conditions:

1. Add to General Provision #7: For Parcel 3A, screening shall be in accordance with Article IV of the Unified Zoning Code of the City of Wichita. However, all service areas (trash dumpsters, loading docks, outdoor work and storage areas, mechanical and rooftop equipment) shall have solid screening if adjacent to office or residential property or visible from Rock Road. Such screening may be composed of solid evergreen, solid masonry or a combination of solid fence and evergreen and shall be reviewed and approved by the Director of Planning prior to issuing building permits and installed at the time development occurs.
2. The following uses shall also be prohibited in Parcel 3A: vehicle repair, limited, service station, convenience store and nursery and garden center.
3. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
4. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
5. Prior to publishing the resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-62) includes special conditions for development on this property.

6. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the community unit plan and the zone change to LC Limited Commercial; place the ordinance establishing the zone change for first reading; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

**RESTRICTIVE COVENANT
(STREET, DRAINAGE & UTILITY EASEMENT)**

THIS DECLARATION made this 31ST day of OCTOBER, 2007, by Doug Long, managing member of CORNERSTONE COMMUNITIES, L.L.C., owner of The Pines at Sawmill Creek, A replat of part of Sawmill Creek Addition, Wichita, Sedgwick County, Kansas.

WITNESSETH

WHEREAS, Declarant is owner of the following described property:

THE PINES AS SAWMILL CREEK, A REPLAT OF PART OF SAWMILL CREEK
ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS


WHEREAS, the Declarant in connection therewith desires that restrictions involving Street, Drainage & Utility Easements be placed of record.

NOW THEREFORE Declarant hereby declares and covenants that each of the following described residential Lots shall be prohibited from erecting retaining walls, fences, earth berms, mass plantings and the changing of grade within the platted 15-foot Street, Drainage and Utility Easements.

Lots 1 through 9, Block 1, The Pines at Sawmill Creek, A replat of part of Sawmill Creek Addition, Wichita, Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
EXECUTED the day and year first above written.



Doug Long, managing member

**MILDRED E. FRANZ
NOTARY PUBLIC
STATE OF KANSAS**

My Appointment expires: 02-13-2011

**RESTRICTIVE COVENANT
(OFF STREET PARKING)**

THIS DECLARATION made this 31st day of OCTOBER, 2007, by Doug Long, managing member of CORNERSTONE COMMUNITIES, L.L.C., owner of The Pines at Sawmill Creek, A replat of part of Sawmill Creek Addition, Wichita, Sedgwick County, Kansas.

WITNESSETH

WHEREAS, Declarant is owner of the following described property:

THE PINES AS SAWMILL CREEK, A REPLAT OF PART OF SAWMILL CREEK
ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS


WHEREAS, the Declarant in connection therewith desires that restrictions involving off-street parking be placed of record.

NOW THEREFORE Declarant hereby declares and covenants that each of the following described residential Lots shall provide four (4) off-street parking spaces per dwelling unity on each Lot.

Lots 1 through 9, Block 1, The Pines at Sawmill Creek, A replat of part of Sawmill Creek Addition, Wichita, Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
EXECUTED the day and year first above written.



Doug Long, managing member

**MILDRED E. FRANZ
NOTARY PUBLIC
STATE OF KANSAS**

Page 1 of 2

RESTRICTIVE COVENANT

This covenant, executed this 31ST day of OCTOBER, 2007

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as The Pines at Sawmill Creek, A replat of part of Sawmill Creek Addition, Wichita, Sedgwick County, Kansas,

WHEREAS, as a part of the platting process, certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Department regarding the maintenance of the Reserve being platted with the Addition.

NOW THEREFORE, the undersigned does hereby subject The Pines at Sawmill Creek, A replat of part of Sawmill Creek Addition, Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. Maintenance of Reserve A, The Pines at Sawmill Creek, A replat of part of Sawmill Creek Addition, Wichita, Sedgwick County, Kansas, shall be the responsibility of Cornerstone Communities, L.L.C., until such time that a homeowners association is formed and charged with maintenance responsibilities of said Reserves.
2. In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage improvements within said Reserve situated in The Pines at Sawmill Creek, A replat of part of Sawmill Creek Addition, Wichita, Sedgwick County, Kansas, the appropriate governing body may serve a written Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to maintain the drainage improvements. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned may fulfill the obligations. If said obligation is not fulfilled within the time specified, the appropriate governing body, in order to preserve the taxable value of the properties within the Addition, to insure proper functioning of the drainage improvements or to prevent the reserves from

becoming a nuisance, may enter upon said Reserves and perform the obligations listed in the Notice of Delinquency. All costs incurred by the governing body, in carrying out the obligations of the undersigned may be assessed against the Reserve situated in The Pines at Sawmill Creek, A replat of part of Sawmill Creek Addition, Wichita, Sedgwick County, Kansas, in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserve. Should the undersigned, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice of Delinquency are not proper for any reason, may, within the twenty-day period to be provided in said notice, apply for a hearing before the governing body having jurisdiction over the Notice of Delinquency, to appeal said assessments and any further proceedings with respect to such appeal.

3. This covenant is binding on the owners, their successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.
4. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita, and the County of Sedgwick. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

Cornerstone Communities, L.L.C.

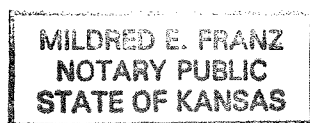

Doug Long Managing member

State of Kansas)

) SS

Sedgwick County)

The foregoing instrument acknowledged before me, this 31st day of October, 2007, by Doug Long, Managing member of Cornerstone Communities, L.L.C., owner, The Pines at Sawmill Creek, A replat of part of Sawmill Creek Addition, Wichita, Sedgwick County, Kansas.



 Notary Public

My Appointment Expires: 02-13-2011

CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)


I, Doug Long, managing member of CORNERSTONE COMMUNITIES, L.L.C., owner of The Pines at Sawmill Creek, A replat of part of Sawmill Creek Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Street Improvements
2. Sanitary Sewer Improvements
3. Water Distribution System

As a result of the above-mentioned petitions for improvements, lots or portions thereof within The Pines at Sawmill Creek, A replat of part of Sawmill Creek Addition, Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 31st day of October, 2007.

CORNERSTONE COMMUNITIES, L.L.C.

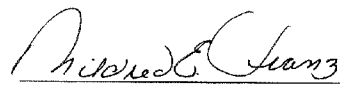


Doug Long, managing member

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 31st day of October, 2007, by Doug Long, managing member, CORNERSTONE COMMUNITIES, L.L.C., owner of The Pines at Sawmill Creek, A replat of part of Sawmill Creek Addition, Wichita, Sedgwick County, Kansas.





Notary Public

My Appointment expires: 02-13-2011

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **NORTH IRON WOOD CIR., FROM THE NORTH LINE OF 45TH ST. NORTH TO AND INCLUDING THE CUL-DE-SAC (EAST OF ROCK, NORTH OF 45TH ST. NORTH) 472-84630** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **NORTH IRON WOOD CIR., FROM THE NORTH LINE OF 45TH ST. NORTH TO AND INCLUDING THE CUL-DE-SAC (EAST OF ROCK, NORTH OF 45TH ST. NORTH) 472-84630** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on **North Iron Wood Cir., from the north line of 45th St. North to and including the cul-de-sac (east of rock, north of 45th St. north) 472-84630.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **One Hundred Forty-Seven Thousand Dollars (\$147,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2007** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

THE PINES AT SAWMILL CREEK

Lots 1 through 9, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the following tracts and lots in THE PINES AT SAWMILL CREEK, Lots 1 through 9, Block 1, a replat of part of Sawmill Creek Addition shall each pay 1/9 of the total cost of the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 4, MAIN 11, SANITARY SEWER NO. 23. (EAST OF ROCK, NORTH OF 45TH ST. NORTH) 468-84456** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 4, MAIN 11, SANITARY SEWER NO. 23. (EAST OF ROCK, NORTH OF 45TH ST. NORTH) 468-84456** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 4, Main 11, Sanitary Sewer No. 23. (east of Rock, north of 45th St. north) 468-84456** Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of the lateral sanitary sewer improvements provided for hereof is estimated to be **Eighty-Four Thousand Dollars (\$84,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

THE PINES AT SAWMILL CREEK

Lots 1 through 9, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **fractional** basis.

That the following tracts and lots in THE PINES AT SAWMILL CREEK, Lots 1 through 9, Block 1, a replat of part of Sawmill Creek Addition shall each pay 1/9 of the total cost of the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90347 (EAST OF ROCK, NORTH OF 45TH ST. NORTH)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90347 (EAST OF ROCK, NORTH OF 45TH ST. NORTH)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90347 (east of Rock, north of 45th St. North)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Forty Thousand Dollars (\$40,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

THE PINES AT SAWMILL CREEK

Lots 1 through 9, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the following tracts and lots in THE PINES AT SAWMILL CREEK, Lots 1 through 9, Block 1, a replat of part of Sawmill Creek Addition shall each pay 1/9 of the total cost of the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day
of_____, 2007

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: SUB 2007-40 -- The Pines at Sawmill Creek Addition located east of Rock Road and on the north side of 45th Street North. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of nine lots on 3.25 acres, is a replat of Lot 1, Block 8, Sawmill Creek Addition. This site is located within Wichita's city limits and is zoned "MF-18" Multi-Family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for paving, sewer and water improvements. Since narrow street rights-of-way with adjacent 15-foot street drainage and utility easements will be platted, a Restrictive Covenant has been submitted outlining restrictions for lot-owner use of these easements. Restrictive Covenants have also been submitted to provide four off-street parking spaces per dwelling unit on each lot that abuts a 32-foot street and to provide for the ownership and maintenance of the proposed reserves being platted.

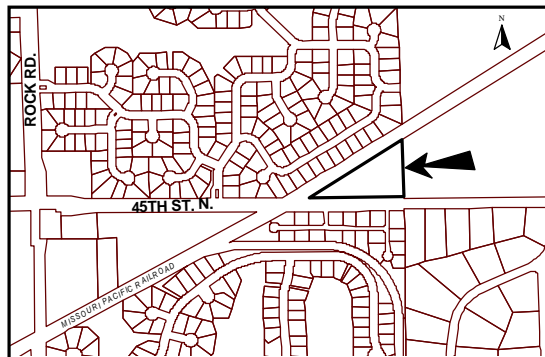
This plat has been approved by the Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.



First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **MAIN 28, WAR INDUSTRIES SEWER (SOUTH OF 31ST ST. SOUTH, EAST OF ROCK) 468-84465** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **MAIN 28, WAR INDUSTRIES SEWER (SOUTH OF 31ST ST. SOUTH, EAST OF ROCK) 468-84465** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Main 28, War Industries Sewer (south of 31st St. South, east of Rock) 468-84465**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Seven Hundred Forty-Eight Thousand Dollars (\$748,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ROCKY FORD INDUSTRIAL PARK

Lots 1 through 7, Block A

UNPLATTED TRACT 'A'

The east 118.50 feet of the S 1/2 of the NW 1/4 of Sec. 8, Twp. 28-S, R-2-E of the 6th P.M., Sedgwick County, Kansas, TOGETHER with the SW 1/4 of the NE 1/4 of said Sec.

8

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 and 2, Block A, ROCKY FORD INDUSTRIAL PARK, shall each pay 154/10,000 of the total cost of the improvements; Lots 3 and 4, Block A, ROCKY FORD INDUSTRIAL PARK, shall each pay 123/10,000 of the total cost of the improvements; Lot 5, Block A, ROCKY FORD INDUSTRIAL PARK, shall pay 122/10,000 of the total cost of the improvements; Lot 6, Block A, ROCKY FORD INDUSTRIAL PARK, shall pay 4,681/10,000 of the total cost of the improvements; Lot 7, Block A, ROCKY FORD INDUSTRIAL PARK, shall pay 1310/10,000 of the total cost of the improvements; and UNPLATTED TRACT 'A', shall pay 3,333/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 1, MAIN 28, WAR INDUSTRIES SEWER (SOUTH OF 31ST ST. SOUTH, EAST OF ROCK) 468-84466** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 1, MAIN 28, WAR INDUSTRIES SEWER (SOUTH OF 31ST ST. SOUTH, EAST OF ROCK) 468-84466** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 1, Main 28, War Industries Sewer (south of 31st St. South, east of Rock) 468-84466.**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Twenty-One Thousand Dollars (\$121,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ROCKY FORD INDUSTRIAL PARK

Lots 1 through 7, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 7, Block A, ROCKY FORD INDUSTRIAL PARK, shall pay 1/7 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is

hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90350 (SOUTH OF 31ST ST. SOUTH, EAST OF ROCK)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90350 (SOUTH OF 31ST ST. SOUTH, EAST OF ROCK)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90350 (South of 31st St. South, east of Rock)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Thirteen Thousand Dollars (\$113,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ROCKY FORD INDUSTRIAL PARK

Lots 1 through 7, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 7, Block A, ROCKY FORD INDUSTRIAL PARK, shall each pay 1/7 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day
of_____, 2007

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90349 (SOUTH OF 31ST ST. SOUTH, EAST OF ROCK)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90349 (SOUTH OF 31ST ST. SOUTH, EAST OF ROCK)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90349 (South of 31st St. South, east of Rock)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Three Hundred Eighty Thousand Dollars (\$380,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

ROCKY FORD INDUSTRIAL PARK

Lots 1 through 7, Block A

UNPLATTED TRACT 'A'

The east 118.50 feet of the S ½ of the NW ¼ of Sec. 8, Twp. 28-S, R-2-E of the 6th P.M., Sedgwick County, Kansas, TOGETHER with the SW ¼ of the NE ¼ of said Sec. 8.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 and 2, Block A, ROCKY FORD INDUSTRIAL PARK, shall each pay 154/10,000 of the total cost of the improvements; Lots 3 and 4, Block A, ROCKY FORD INDUSTRIAL PARK, shall each pay 123/10,000 of the total cost of the improvements; Lot 5, Block A, ROCKY FORD INDUSTRIAL PARK, shall pay 122/10,000 of the total cost of the improvements; Lot 6, Block A, ROCKY FORD INDUSTRIAL PARK, shall pay 1,399/10,000 of the total cost of the improvements; Lot 7, Block A, ROCKY FORD INDUSTRIAL PARK, shall pay 4,592/10,000 of the total cost of the improvements; and UNPLATTED TRACT 'A', shall pay 3,333/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____day of_____, 2007

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: SUB 2007-75 -- Plat of Rocky Ford Industrial Park Addition located south of 31st Street South and on the east side of Rock Road.

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of seven lots on 74.84 acres, is located in the County within three miles of Wichita's city limits. County zone changes, ZON 2006-28 from "SF-20" Single-Family Residential District to "LC" Limited Commercial District for Lots 1-6 and ZON 2007-19 from "SF-20" Single-Family Residential District to "IP" Industrial Park District for Reserve B in Lot 7, have been approved. A Protective Overlay (PO #190) has been approved regarding permitted uses and a Community Unit Plan Amendment (CUP 2007-49/DP 300) for Rocky Ford Commercial Addition has also been approved for Lots 1-6. A Notice of Community Unit Plan has been submitted.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for the extension of city sewer and water. Petitions, 100 percent, and a Certificate of Petitions for drainage and paving improvements have been submitted to Sedgwick County. Restrictive Covenants have been submitted to restrict development until water and sewer service is extended to the site and to provide for the ownership and maintenance of the proposed reserves being platted. An Application for Water Service Outside the Corporate Limits of the City of Wichita has been submitted. This site is located within the noise impact area of McConnell Air Force Base; therefore, a Restrictive Covenant and an Avigational Easement have been submitted. A Grant of Joint Access Easement has been submitted, and in accordance with the CUP approval, a Cross-lot Circulation Agreement has also been submitted to assure internal vehicular movement between the lots.

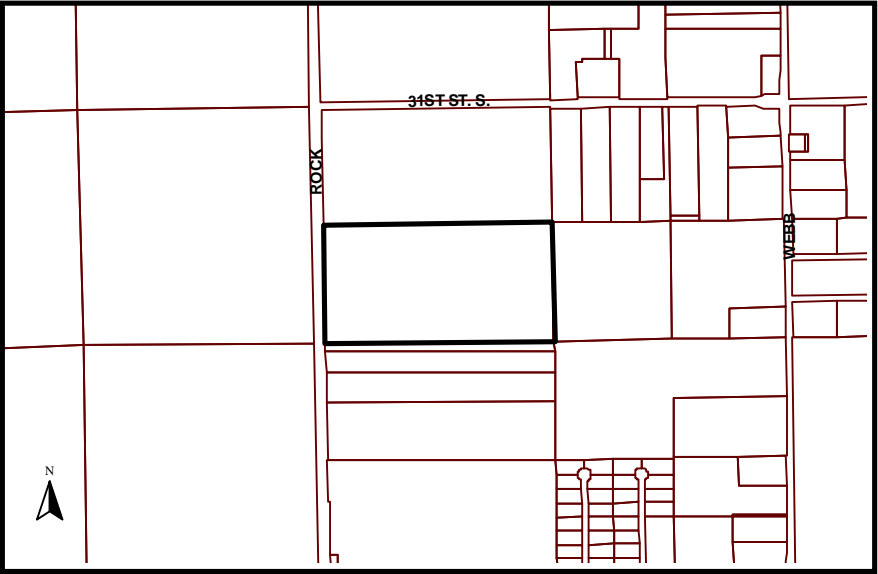
The Planning Commission has approved the plat, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Community Unit Plan, Certificate of Petitions, Restrictive Covenants, Application for Water Service Outside the Corporate Limits of the City of Wichita, Avigational Easement, Grant of Joint Access Easement and Cross-lot Circulation Agreement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.



First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING PAVEMENT ON **BRISTOL CIRCLE**: REMOVAL OF EXISTING PAVEMENT ON AND ADJACENT TO LOTS 7 AND 8 BLOCK 1; NEW PAVEMENT FROM THE NORTH LINE OF LINCOLN STREET TO A POINT 580' NORTH OF LINCOLN STREET CONNECTING TO EXISTING PAVEMENT; CONSTRUCTION OF A CUL-DE-SAC AND EMERGENCY VEHICLE ACCESS GATE AT THE WEST END ADJACENT TO LOT 12, BLOCK 1 AND LOTS 1 AND 2, BLOCK 2; AND CONSTRUCTION OF AN EYEBROW ADJACENT TO LOTS 4 THROUGH 6, BLOCK 2 (EAST OF GREENWICH, SOUTH OF KELLOGG) 472-84637 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING PAVEMENT ON **BRISTOL CIRCLE**: REMOVAL OF EXISTING PAVEMENT ON AND ADJACENT TO LOTS 7 AND 8 BLOCK 1; NEW PAVEMENT FROM THE NORTH LINE OF LINCOLN STREET TO A POINT 580' NORTH OF LINCOLN STREET CONNECTING TO EXISTING PAVEMENT; CONSTRUCTION OF A CUL-DE-SAC AND EMERGENCY VEHICLE ACCESS GATE AT THE WEST END ADJACENT TO LOT 12, BLOCK 1 AND LOTS 1 AND 2, BLOCK 2; AND CONSTRUCTION OF AN EYEBROW ADJACENT TO LOTS 4 THROUGH 6, BLOCK 2 (EAST OF GREENWICH, SOUTH OF KELLOGG) 472-84637 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on **Bristol Circle**: removal of existing pavement on and adjacent to Lots 7 and 8 Block 1; new pavement from the north line of Lincoln Street to a point 580' north of Lincoln Street connecting to existing pavement; construction of a cul-de-sac and emergency vehicle access gate at the west end adjacent to Lot 12, Block 1 and Lots 1 and 2, Block 2; and construction of an eyebrow adjacent to Lots 4 through 6, Block 2 (east of Greenwich, south of Kellogg) 472-84637.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **One Hundred Fifty-Seven Thousand Dollars (\$157,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2007** exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

CEDAR VIEW VILLAGE ADDITION

Lots 1 through 12, Block 1

Lots 1 through 17, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined of the basis of the equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 5, Block 1; and Lots 12 through 17, Block 2; CEDAR VIEW VILLAGE ADDITION, shall each pay 212/10,000 of the total cost payable by the improvement district. Lots 6 through 12, Block 1; and Lots 1 through 11, Block 2; CEDAR VIEW VILLAGE ADDITION, shall each pay 426/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

TEMPORARY UTILITY EASEMENT

THIS TEMPORARY EASEMENT made this 20 day of November, 2007, by Woodland Lakes Community Church Inc., a Church of the Nazarene, party of the first part and the City of Wichita, Kansas, party of the second part.

WITNESSED: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a temporary utility easement, for the purpose of constructing, maintaining and repairing their utilities, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

A replat of a contiguous tract of land lying in a portion of Lot 1, Block 1, Woodland Lakes Community Church Addition, an addition to Wichita, Sedgwick County, Kansas; AND ALSO, all of Reserves "F" and "G" and a portion of Lot 2, Block 1, Cedar View Addition, an addition to Wichita, Sedgwick County, Kansas, said contiguous tract of land being more particularly described as follows:

COMMENCING at the southwest most corner of said Lot 1, Block 1, Woodland Lakes Community Church Addition, thence along the south line of said Lot 1, on a platted basis of bearing, Kansas coordinate system of 1983 south grid zone of N89°08'11"E, 493.25 feet to the POINT OF BEGINNING; thence N00°51'48"W, 313.60 feet; thence N12°46'38"E, 190.81 feet; thence N00°51'48"W, 220.88 feet; thence S88°51'07"W, 155.35 feet; thence N01°08'53"W, 101.52 feet to a point on a non-tangent curve to the right; thence along said curve 30.90 feet to a point on a curve to the left, said non-tangent curve to the right having a central angle of 51°18'43", a radius of 34.50 feet, and a long chord distance of 29.87 feet, bearing N68°07'09"W; thence along said curve to the left 16.99 feet, said curve to the left having a central angle of 48°41'05", a radius of 20.00 feet, and a long chord distance of 16.49 feet, bearing N66°48'20"W; thence S88°51'07"W, 11.16 feet; thence N01°08'53"W, 32.00 feet; thence N41°00'38"W, 179.13 feet to a point on the north line of said Lot 1 being coincident with the south line of Kansas Turnpike Authority right-of-way as condemned by Case A-54126, and said point lying 509.34 feet east of the northwest most corner of said Lot 1; thence along said north line, N88°51'07"E, 588.28 feet to the northeast most corner of said Lot 1, being coincident with the northwest most corner of said Lot 2, Block 1, Cedar View Addition; thence along the common line to said additions, S00°51'48"E, 678.73 feet; thence N89°08'12"E, 125.00 feet; thence S00°51'48"E, 92.45 feet; thence S45°55'57"E, 292.25 feet; thence S00°51'48"E, 33.14 feet to the south line of said Lot 2, Block 1, Cedar View Addition; thence along the south lines of said additions, S89°08'12"W, 639.90 feet to the POINT OF BEGINNING.

This temporary easement does not include a right-of-way over land occupied by a permanent structure. Said easement shall expire upon completion of the demolition and redevelopment of Cedar View Village Addition, an addition to Wichita, Sedgwick County, Kansas or December 31, 2009 whichever comes first. And said second part is hereby granted the right to enter upon said premises at any time for the purposes of re-constructing, operating, maintaining, and repairing their utilities.

IN WITNESS WHEREOF: The first party has signed these presents the day and year first written.

WOODLAND LAKES COMMUNITY CHURCH INC., a Church of the Nazarene

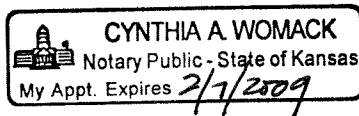

Rod Thelander, Chairman

STATE OF KANSAS, SEDGWICK COUNTY} ss:

This instrument was acknowledged before me on 20 day of November, 2007, by **Rod Thelander, Chairman, Woodland Lakes Community Church Inc., a Church of the Nazarene.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(seal)



Notary Public: Cynthia A. Womack
My Term Expires: Feb. 7, 2009

CERTIFICATE

Sedgwick County) SS
State of Kansas)

I, Rod Thelander, Chairman, Woodland Lakes Community Church Inc., a Church of the Nazarene, owner and platfor of Cedar View Village Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Paving Petition (1)
2. Water Distribution System Petition (1)
3. Storm Water Sewer Petition (1)
4. Reservoir Petition (1)
5. Sanitary Sewer Petitions (1)

As a result of the above mentioned petitions for improvements, lots within Cedar View Village Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

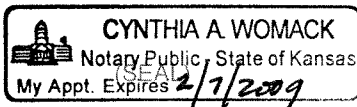
Signed this 6th day of November, 2007

WOODLAND LAKES COMMUNITY CHURCH INC.,
a Church of the Nazarene

By: [Signature]
Rod Thelander, Chairman

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 6th day of November, 2007, before me a Notary Public in and for said State and County, came Rod Thelander, Chairman, Woodland Lakes Community Church Inc., a Church of the Nazarene to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: [Signature]

My Appointment Expires: February 1, 2009

RESTRICTIVE COVENANT

This covenant, executed this 6th day of November, 2007.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Cedar View Village Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding maintenance of reserves, the establishment of an owners association, providing off-street parking, providing for the maintenance of reserves being platted, and regarding restriction to lot owner use of "street drainage and utility easements".

NOW, THEREFORE, the undersigned does hereby subject Cedar View Village Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. At such time as the property shall become developed by erection of improvements thereon the undersigned agrees to cause an association to be formed to provide for the care, maintenance and upkeep of the reserves, and the common areas.
2. The reserves located in said Addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
4. The owners of the reserves shall bear the cost of any repair or replacement of improvements within said reserves resulting from street construction, repair or maintenance.
5. There shall be provided for each dwelling unit located on any of the following lots a total of not less than four off-street parking spaces for automobiles which may include garages and driveways, to wit: Lots 1 through 12, Block 1; and Lots 1 through 17, Block 2.
6. There shall be "No Parking" on both sides of Bristol Circle.
7. No retaining wall, fence, earth berm, or mass planting shall be placed or permitted within the fifteen (15) foot street, drainage and utility easements adjacent to the public streets being platted, nor shall any other planting be permitted therein which would materially interfere with the flow of storm water run-off through said easement. Any change of grade is prohibited.
8. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
9. In the event that the Undersigned or the association, its' successors or assigns, shall fail at any time to maintain the Reserves dedicated for Drainage or fail in any manner to fulfill their obligation relating to the Reserves dedicated for Drainage, City of Wichita may serve a written Notice of Delinquency upon the Undersigned or the Association setting forth the manner in which the

Undersigned or the Association has failed to fulfill its' obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Undersigned or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the Reserves dedicated for Drainage from becoming a nuisance, may enter upon said Reserves dedicated for Drainage and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Undersigned or the Association may be assessed against the Reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the Undersigned or the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty-day period to be provided in said Notice, apply for a hearing before the City Council to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

This covenant runs with the land and is binding on future owners and assigns.

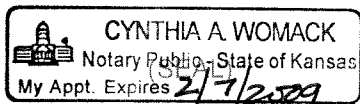
IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon this 6th day of November, 2007.

WOODLAND LAKES COMMUNITY CHURCH INC.,
a Church of the Nazarene

By: [Signature]
Rod Thelander, Chairman

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 6th day of November, 2007, before me a Notary Public in and for said State and County, came Rod Thelander, Chairman, Woodland Lakes Community Church Inc., a Church of the Nazarene to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: Cynthia A. Womack

My Appointment Expires: February 7, 2009

PRIVATE UTILITY EASEMENT

THIS DECLARATION, made this 7th day of November, 2007, by UNIFIED SCHOOL DISTRICT 259.

WITNESSETH: That, UNIFIED SCHOOL DISTRICT 259, owner of the following described property:

TRACT "A"

All of Reserve "C", Cedar View Village Addition, an addition to Wichita, Sedgwick County, Kansas.

AND

TRACT "B"

Lot 2, Block 1, Cedar View Addition, an addition to Wichita, Sedgwick County, Kansas.

(Street Address: 11660 E. Lincoln, Wichita, KS 67207)

WHEREAS, Declarant is the owner of the property to be burdened by said agreement and desires hereby to establish the same.

NOW, THEREFORE, Declarant hereby declares and establishes the Private Utility Easement, as follows:

1. The Declarant grants to all future Owners, their agents, assigns, lessees, and a non-exclusive easement for utility service line(s) over, under, and across, through, and around existing and future structures for the mutual benefit of said **TRACT "B"**.
2. This Declaration shall be deemed to be a covenant running with the land and shall be binding upon the grantors, successors and assigns, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

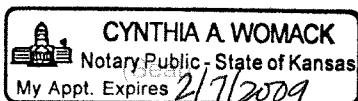
UNIFIED SCHOOL DISTRICT 259

Connie Dietz
Connie Dietz, President, Board of Education

STATE OF KANSAS, SEDGWICK COUNTY} ss:

This instrument was acknowledged before me on 7th day of November, 2007, by Connie Dietz, President, Board of Education, Unified School District 259.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Cynthia A. Womack
Notary Public: Cynthia A. Womack

My Term Expires: February 7, 2009

EMERGENCY ACCESS EASEMENT

THIS DECLARATION, made this 16th day of November, 2007, by WOODLAND LAKES COMMUNITY CHURCH INC., a Church of the Nazarene.

WITNESSETH: That, WOODLAND LAKES COMMUNITY CHURCH INC., a Church of the Nazarene, owner of the following described property:

TRACT "A"

All of Lot 1, Block 1, Woodland Lakes Community Church Addition, an addition to Wichita, Sedgwick County, Kansas. (Street Address: 770 S. Greenwich Rd., Wichita, KS 67207)

AND

TRACT "B"

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, Block 1, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, Block 2, Cedar View Addition, an addition to Wichita, Sedgwick County, Kansas.

WHEREAS, Declarant is the owner of the property to be burdened by the agreement and desires hereby to establish the same.

NOW, THEREFORE, Declarant hereby declares and establishes the Emergency Access Easement, as follows:

1. The Declarant grants to all future owners, their agents, assigns, lessees, of TRACT "B", a non-exclusive easement for the purpose of ingress and egress of emergency access, over and access, through, and around existing and future structures for the benefit of said **TRACT "B"**.
2. This Declaration shall be deemed to be a covenant running with the land and shall be binding upon the grantors, successors and assigns, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.
3. The owner(s) of **TRACT "A"** agrees that it will maintain the easement at its expense to include maintaining a suitable road surface; ice and snow removal; and any other repair and/or maintenance necessary to keep the roadway in a condition suitable for ingress and egress of emergency vehicles.

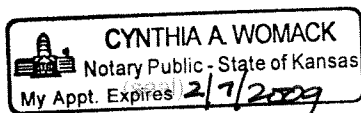
WOODLAND LAKES COMMUNITY CHURCH INC.,
a Church of the Nazarene

Rod Thelander, Chairman
Rod Thelander, Chairman

STATE OF KANSAS, SEDGWICK COUNTY} ss:

This instrument was acknowledged before me on 16th day of November, 2007, by Rod Thelander, Chairman, Woodland Lakes Community Church Inc., a Church of the Nazarene.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Cynthia A. Womack
Notary Public

My Term Expires: February 7, 2009

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 408, FOUR MILE CREEK SEWER (EAST OF GREENWICH, SOUTH OF KELLOGG) 468-84462** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 408, FOUR MILE CREEK SEWER (EAST OF GREENWICH, SOUTH OF KELLOGG) 468-84462** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 408, Four Mile Creek Sewer (east of Greenwich, south of Kellogg) 468-84462**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be **One Hundred Thirty-Five Thousand Dollars (\$135,000)**, exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

CEDAR VIEW VILLAGE ADDITION

Lots 1 through 12, Block 1

Lots 1 through 17, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 5, Block 1; and Lots 12 through 17, Block 2; CEDAR VIEW VILLAGE ADDITION, shall each pay 212/10,000 of the total cost payable by the improvement district. Lots 6 through 12, Block 1; and Lots 1 through 11, Block 2; CEDAR VIEW VILLAGE ADDITION, shall each pay 426/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER DRAIN NO. 343 (EAST OF GREENWICH, SOUTH OF KELLOGG) 468-84463** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER DRAIN NO. 343 (EAST OF GREENWICH, SOUTH OF KELLOGG) 468-84463** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Drain No. 343 (east of Greenwich, south Kellogg) 468-84463**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Fifty-Eight Thousand Dollars (\$58,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

CEDAR VIEW VILLAGE ADDITION

Lots 1 through 12, Block 1

Lots 1 through 17, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 5, Block 1; and Lots 12 through 17, Block 2; CEDAR VIEW VILLAGE ADDITION, shall each pay 212/10,000 of the total cost payable by the improvement district. Lots 6 through 12, Block 1; and Lots 1 through 11, Block 2; CEDAR VIEW VILLAGE ADDITION, shall each pay 426/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____ 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING **STORM WATER SEWER NO. 640 (EAST OF GREENWICH, SOUTH OF KELLOGG) 468-84464** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **STORM WATER SEWER NO. 640 (EAST OF GREENWICH, SOUTH OF KELLOGG) 468-84464** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve **Storm Water Sewer No. 640 (east of Greenwich, south of Kellogg) 468-84464**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Eighty-Three Thousand Dollars (\$183,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

CEDAR VIEW VILLAGE ADDITION

Lots 1 through 12, Block 1

Lots 1 through 17, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 5, Block 1; and Lots 12 through 17, Block 2; CEDAR VIEW VILLAGE ADDITION, shall each pay 212/10,000 of the total cost payable by the improvement district. Lots 6 through 12, Block 1; and Lots 1 through 11, Block 2; CEDAR VIEW VILLAGE ADDITION, shall each pay 426/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day
of _____, 2007.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on

RESOLUTION NO. _____

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90348 (EAST OF GREENWICH, SOUTH OF KELLOGG)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90348 (EAST OF GREENWICH, SOUTH OF KELLOGG)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Water Distribution System Number 448-90348 (east of Greenwich, south of Kellogg)**.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Fifty-Eight Thousand Dollars (\$58,000)** exclusive of the cost of interest on borrowed money, with **100** percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2007**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

CEDAR VIEW VILLAGE ADDITION

Lots 1 through 12, Block 1

Lots 1 through 17, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 5, Block 1; and Lots 12 through 17, Block 2; CEDAR VIEW VILLAGE ADDITION, shall each pay 212/10,000 of the total cost payable by the improvement district. Lots 6 through 12, Block 1; and Lots 1 through 11, Block 2; CEDAR VIEW VILLAGE ADDITION, shall each pay 426/10,000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this ____ day
of_____, 2007

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: SUB 2007-94 -- Plat of Cedar View Village Addition located east of Greenwich Road and south of Kellogg. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of 29 lots on 9.55 acres, is a replat of portions of Woodland Lakes Community Church Addition and Cedarview Addition. This site is zoned “SF-5” Single-Family Residential District and “MF-18” Multi-Family Residential District.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for paving, water, drainage, reservoir and sewer improvements. A Restrictive Covenant was submitted that 1) prohibits on-street parking on either side of Bristol Circle; 2) provides for the ownership and maintenance of the proposed reserves being platted for drainage purposes; 3) outlines restrictions for lot-owner use of the easements being platted in narrow street right-of-way with adjacent 15-foot street drainage and utility easements; 4) provides four off-street parking spaces per dwelling unit on each lot that abuts a 32-foot street. An Emergency Access Easement, Temporary Easement and Private Utility Easement were also submitted.

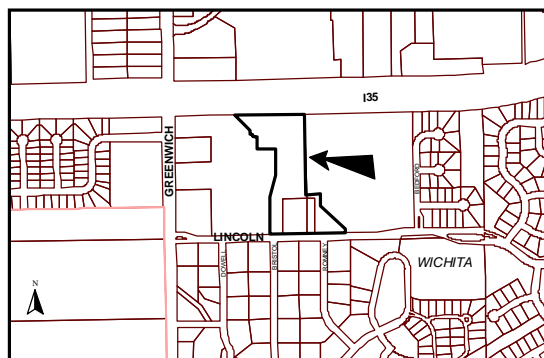
This plat has been approved by the Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions, Restrictive Covenant, Emergency Access Easement and Private Utility Easement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.



UTILITY EASEMENT

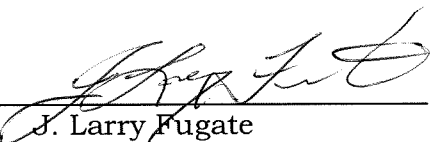
THIS EASEMENT made this 17th day of October, 2007, by and between, J. Larry Fugate and Dana M. Fugate, husband and wife, of the first part and the City of Wichita, of the second part.

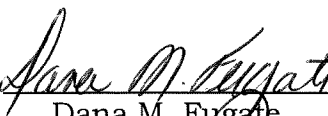
WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer and all other public utilities, over, along, and under the following described real estate situated in Sedgwick County, Kansas; to wit:

The west 20.00 feet of the east 237.99 feet of the south 120.00 feet of Lot 3, Block 1, YMCA South Addition, an addition to Wichita, Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer and all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

By: 
J. Larry Fugate

By: 
Dana M. Fugate
(45# 500 2007-72)
DED 2007-30

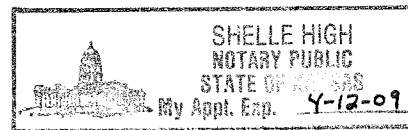
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 17th day of October, 2007, before me, the undersigned, a Notary Public, in and for the County and State aforesaid came J. Larry Fugate and Dana M. Fugate, husband and wife, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Shelle High
Notary Public

(My Appointment Expires: 4-12-09)



City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council Members

SUBJECT: DED 2007-30 -- Dedication of a utility easement located south of 31st Street South and on the west side of Meridian. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedication.

Background: This Dedication is associated with Lot Split Case No. SUB 2007-72 (YMCA South Addition). The Dedication is for construction and maintenance of public utilities.

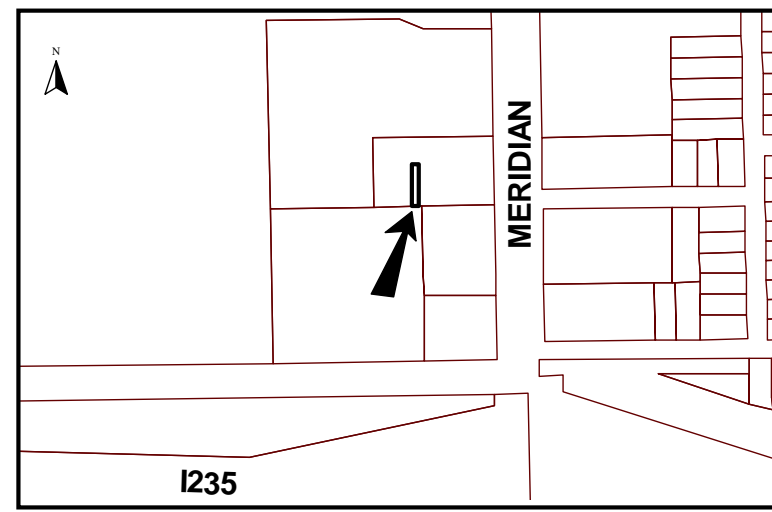
Analysis: None.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Dedication will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.





Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 28859547

Receipt #: 164841B
Pages Recorded: 2
Cashier Initials: PJ

Recording Fee: \$12.00
Authorized By:

Date Recorded: 2/22/2007 3:49:23 PM



UTILITY EASEMENT

THIS EASEMENT made this 22nd day of February, 2007, by and between BF Owner, L.L.C., of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, operating, maintaining, and repairing public utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, BRADLEY FAIR 2ND ADDITION, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; THENCE BEARING N00°33'40"W, A DISTANCE OF 240.00 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE BEARING S89°26'21"W, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING; THENCE BEARING N00°33'40"W, A DISTANCE OF 20.00 FEET; THENCE BEARING S89°26'21"W, A DISTANCE OF 20.00 FEET; THENCE BEARING S00°33'40"E, A DISTANCE OF 20.00 FEET; THENCE BEARING N89°26'21"E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such public utilities.

IN WITNESS WHEREOF: The said first parties have signed these presents the day and year first written.

BF OWNER, L.L.C.

By:

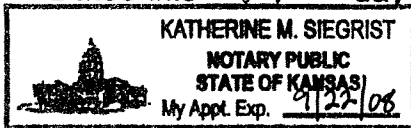
George E. Laham, II, Manager

DED 2007-31
Feb 2007-18

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid George E. Laham, II, Manager of BF Owner, L.L.C., to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated this 21st day of February, 2007.



Katherine M. Siegrist
Notary Public

My Commission Expires: 9/22/08

**City of Wichita
City Council Meeting
December 4, 2007**

TO: Mayor and City Council Members

SUBJECT: DED 2007-31 -- Dedication of a utility easement located on the northeast corner of Rock Road and Bradley Fair Parkway. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedication.

Background: This Dedication is associated with Lot Split Case No. SUB 2007-18 (Bradley Fair 2nd Addition). The Dedication is for construction and maintenance of public utilities.

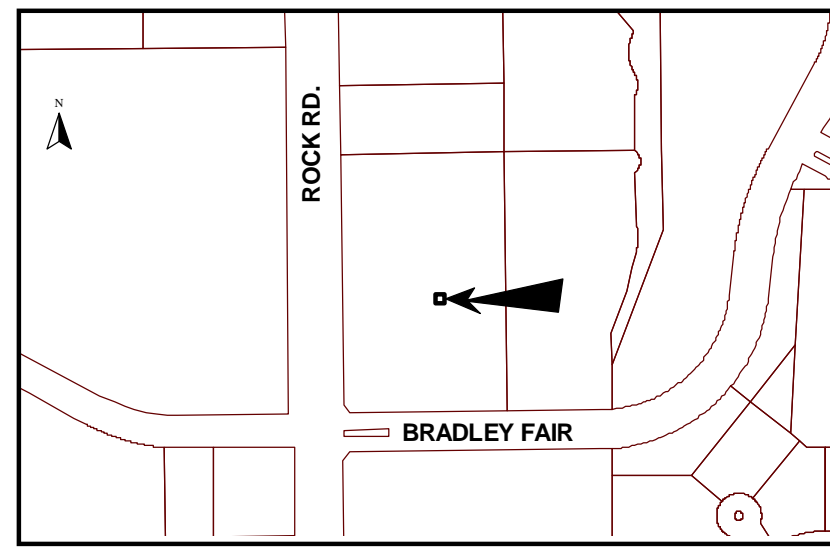
Analysis: None.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Dedication has been recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.



Published in The Wichita Eagle on _____

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. DR2005-00021

Zone change from SF-5, Single Family to IP-A, Industrial Park - Airport, on property described as:

Lots 1-76, Block A, Lots 1-79, Block B, Lots 1-22, Block C, and Reserves A, B, C, D, and E, Clifton Heights Addition; together with Lots 1-7, Block A, Clifton Heights Commercial Addition; together with Lot 1, Block A and Reserve A, Clifton Heights Commercial 2nd Addition.

Generally located at the northeast corner of 55th Street South and Clifton Avenue.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita - Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, _____

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney



**INTEROFFICE
MEMORANDUM**

TO: MAPC Members
FROM: Janet Johnson, Neighborhood Assistant, District III
SUBJECT: DR2005-21: Proposed rezoning of properties near McConnell Air Force Base at the northeast corner of Clifton Avenue and 55th Street South to the IP-A, Industrial Park – Airport zoning district
DATE: Oct. 3, 2007

On Wednesday, Oct. 3, 2007, the District III Advisory Board considered a change in the zoning code text and zoning map amendments required to implement the recommendations of the Implementation Coordination Committee for the *McConnell Air Force Base Joint Land Use Study, May 2005* (JLUS).

The Board was informed that the majority of the proposed area to be rezoned is within the Zoning Area of Influence for the City of Derby. On September 20, 2007, the Derby Planning Commission voted to recommend that the proposed rezoning be denied for those properties owned by people who appeared at the hearing and indicated opposition to the proposal. The Derby Planning Commission voted to recommend approval of the rezoning for the remainder of the properties. The final decision regarding the recommendation of the Derby Planning Commission will be made by the Sedgwick County Commission after also receiving a recommendation from the Metropolitan Area Planning Commission.

The District Advisory Board for City Council District III was asked to make a recommendation regarding the rezoning of these properties. The proposed properties to be rezoned in City Council District 3 were donated to the City of Wichita for the development of a park. If the properties were rezoned to the proposed IP-A, Industrial Park – Airport zoning district, then any park located on the properties would be limited to activities that attract no more than 25 participants or spectators per acre at any one time. This limitation of the IP-A zoning district is intended to prevent large concentrations of people in an area with a high concentration of military aircraft operations.

The DAB members voted 9-0 to support the requested zoning changes as outlined by Planning staff.

Please review this information when **DR2005-21** is considered.

4. **Case No.: DR-2005-21** - Request City and County zone change from “RR” Rural Residential, “SF-20” Single Family, “SF-5” Single Family, “LC” Limited Commercial, “GC” General Commercial, and “LI” Limited Industrial to “IP-A” Industrial Park – Airport

Generally located South of McConnell Air Force Base between Clifton Avenue and Rock Road.

Background: In November 2006, the Sedgwick County Commission and Wichita City Council directed staff of the Wichita-Sedgwick County Metropolitan Area Planning Department to proceed with a number of zoning code text and zoning map amendments in order to implement the recommendations of the Implementation Coordination Committee for the *McConnell Air Force Base Joint Land Use Study, May 2005* (JLUS).

One of the initiated zoning map amendments is to rezone certain properties located south of McConnell Air Force Base between Clifton Avenue and Rock Road to the IP-A, Industrial Park – Airport zoning district. The area that the governing bodies directed to be rezoned is shown on an attached map entitled “Proposed IP-A, Industrial Park – Airport Rezoning Original Proposal.” A description of the IP-A, Industrial Park – Airport zoning district also is attached.

The purpose of the proposed rezoning is to encourage future land uses on agricultural and undeveloped properties that are more consistent with Federal Land Use Compatibility Guidelines (LUCG), which lists uses compatible with McConnell Air Force Base (AFB) based on proximity to flight paths and noise contours. The area south of the AFB is in the future urban growth area for Wichita and Derby, and as those communities extend municipal infrastructure such as water and sewer service into the area, most of the undeveloped and agricultural properties will develop with urban density land uses. Presently, these properties are zoned to permit primarily residential uses, which the LUCG indicate are not compatible with operations of the AFB when developed at urban densities. The LUCG indicate that industrial uses such as those permitted by the IP-A, Industrial Park – Airport zoning district are the most compatible uses with operations of the AFB.

A written notice of the proposed rezoning was mailed to almost 500 property owners. Owners of property proposed to be rezoned were mailed notices as were owners of property located within 1000 feet of the properties proposed to be rezoned. These property owners were invited to an open house hosted by staff on September 11, 2007, in order to answer their questions regarding how the proposed rezoning could affect their specific property. The open house was attended by 24 property owners.

The primary objection to the proposed rezoning came from several property owners who purchased their property with intention of constructing a single family residence on a large lot in a rural area. Such a land use is consistent with the development pattern that has occurred in the area over last several decades, as properties have developed in a low-density residential pattern with rural water service and on-site sewer systems. From a long-term land use planning standpoint, a few additional single-family residences on large lots in this area will not have significant impact on the compatibility of overall land use in the area with AFB operations; however, the properties in the area are large enough that when municipal services are extended to the area the properties could develop at much greater densities, resulting in 10 or more houses being constructed on the same property where one house could now be constructed without municipal services. Another common objection came from owners of existing low-density residential properties who felt that future industrial land uses in their area would have negative impacts on their property. Other property owners indicated that they opposed the proposed rezoning because they preferred a different commercial zoning district that permitted more retail- and office-oriented uses.

The majority of the area proposed to be rezoned is within the Zoning Area of Influence for the City of Derby. On September 20, 2007, the Derby Planning Commission considered the proposed rezoning. The Derby Planning Commission voted to recommend that the proposed rezoning be denied for those properties owned by people who appeared at the hearing and indicated opposition to the proposal; therefore, approval of the rezoning of these properties will require a 5-0 vote of the County Commission. The Derby Planning Commission voted to recommend approval of the rezoning for the remainder of the properties. The attached map entitled "Proposed IP-A, Industrial Park – Airport Rezoning Derby Recommendation" illustrates the recommendation of the Derby Planning Commission.

In the opinion of planning staff, the recommendation of the Derby Planning Commission results in a non-contiguous zoning pattern with a jagged boundary that would not promote harmonious development in the area. Therefore, planning staff prepared the attached map entitled "Proposed IP-A, Industrial Park – Airport Rezoning Staff's Alternative Recommendation" that better promotes harmonious development in the area. This alternative would remove more properties from the proposed rezoning than recommended by the Derby Planning Commission. The additional properties are located southwest of 63rd Street South and K-15, between K-15 and Oliver north of 63rd Street South, and southwest of 47th Street South and Rock. The alternative is offered by planning staff should the MAPC make similar conclusions as the Derby Planning Commission that the removal of properties from the proposed rezoning is desirable. The findings presented below support both the original proposal and the alternative recommendation.

Another issue raised by the Derby Planning Commission was that some of the members felt that the uses permitted by the IP-A, Industrial Park – Airport zoning district are too restrictive. The two members who voted against the motion passed by the Derby Planning Commission indicated that they preferred to rezone all of the properties proposed for IP-A but also preferred to change the uses permitted by the IP-A district to include large lot residential and some retail and office uses. Such an approach would require an amendment of the Unified Zoning Code, which would require authorization from the governing bodies or MAPC and a separate public hearing. Such an approach does not promote the uses that are *most* compatible with AFB operations.

The District Advisory Board for City Council District III considered the proposed rezoning at their meeting on October 3, 2007. The properties proposed for rezoning that are located within the City of Wichita are located at the northeast corner of 55th Street South and Clifton. These properties were recently donated to the City of Wichita for the purpose of developing a park. The IP-A zoning district permits parks and recreation but limits it to uses that attract no more than 25 participants or spectators per acre at any one time. As indicated in an attached memorandum, DAB III voted unanimously to recommend approval of the proposed rezoning.

Recommended Action: Based on information available prior to the public hearing, staff recommends that the proposed rezoning of properties to the IP-A, Industrial Park – Airport zoning district be **APPROVED**. This recommendation is based on the following findings:

1. The zoning, uses, and character of the neighborhood: North of the area proposed to be rezoned is McConnell Air Force Base and the major aircraft manufacturing facilities for Boeing, Spirit Aerosystems, and Cessna. Together, these land uses comprise the single largest concentration of employment and intense industrial uses in the entire region located on almost eight square miles of contiguous industrial zoning. The proposed rezoning of undeveloped and agricultural properties south of the AFB is a logical extension of this industrial zoning pattern and will encourage future land uses that are compatible with AFB operations and established industrial uses as the extension of municipal services allows future land development at urban densities.

2. The suitability of the subject property for the uses to which it has been restricted: The properties proposed to be rezoned primarily permit low-density residential uses of a suburban or rural character. Without the extension of municipal services, development of these properties with single-family residences on large lots would be compatible with AFB operations. However, this area is within the urban growth area for Derby and Wichita, and as municipal services are extended, the properties will be able to develop at urban residential densities, which is incompatible with AFB operations. Therefore, the more suitable use of the properties are the industrial uses permitted by the IP-A, Industrial Park – Airport zoning district, which is specifically tailored to permit uses compatible with AFB operations.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: There are several existing residential areas consisting primarily of single-family residences on large suburban and rural lots in proximity to the properties proposed to be rezoned to IP-A, Industrial Park – Airport. Future industrial development on the properties proposed to be rezoned has the potential to create some detrimental affects on these residential properties. However, the IP-A, Industrial Park – Airport zoning district has development and performance standards such as increased setback and screening requirements to will help mitigate detrimental affects. Additionally, the IP-A, Industrial Park – Airport zoning district has a relatively limited list of permitted uses and does not permit many of the more intense commercial uses such as retail shopping centers, convenience stores, and fast food restaurants that tend to have peak operating hours that are opposite residential uses and generate high levels of traffic, noise and trash.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon property owners: The proposed rezoning will further the health, safety, and welfare of the public by providing regulations that increase the compatibility of private land development with AFB operations. The proposed rezoning provides sufficient development opportunities to preserve private property values, does not create a hardship for property owners, and strikes a reasonable balance between the use of private property and the preservation of the public health, safety, and welfare.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan: The proposed amendments are consistent with the recommendations of the *McConnell Air Force Base Joint Land Use Study, May 2005* (JLUS). The JLUS recommends revising current regulatory requirements to minimize potential safety conflicts, as recommended by the Federal Land Use Compatibility Guidelines. The proposed amendments further this objective. The proposed rezoning is also consistent with the Employment/Industry Center designation for this area as depicted on the 2030 Wichita Functional Land Use Guide of the *Wichita-Sedgwick County Comprehensive Plan*. The Future Land Use map in the *Derby Comprehensive Plan* also depicts this area as appropriate for Employment/Industry use. The Future Land Use Map of the *Oaklawn/Sunview Neighborhood Revitalization Plan* identifies a portion of this area as appropriate for Commercial Services (Warehouse) use. The “Industrial Locational Guidelines” of *The Wichita-Sedgwick County Comprehensive Plan* indicate that industrial areas should be located in close proximity to support services and be provided good access to major arterials, city truck routes, belt highways, utility trunk lines, rail spurs, airports, and as extensions of existing industrial uses. The proposed rezoning has good access to arterials, highways, and rail; is located in close proximity to an airport; and is an extension of existing industrial uses. The future provision of major utility trunk lines is a major reason the proposed rezoning is needed so that future urban density development is promoted in manner that is most compatible with AFB operations.

SCOTT KNEBEL, Planning staff presented the staff report. He reported that findings would support any of the three proposals – the original proposal, the Derby recommendation, or staff's alternative recommendation.

Responding to a question from **MARNELL** concerning the sliver of lots along Oliver Street, **KNEBEL** explained that anything on the map that was not colored for IP-A was the current zoning and was not proposed to be changed.

DENNIS asked if the alternative staff proposal was consistent with the Federal Land use Compatibility Guidelines (LUCG), why wasn't that the original proposal?

KNEBEL explained that the original proposal came from the Implementation Coordination Committee based on several meetings and a review of the areas contained within the noise contours of the 1994 "AICUZ" Study. He commented that most of the land in question is undeveloped and currently being used for agriculture. He said there was some concern about the properties immediately adjacent to the base being used for residential purposes, especially since they would be within the "flight path".

HILLMAN asked if the Air Force had reviewed and approved staff's latest recommendation?

LTC SMITH, DIRECTOR OF STAFF, MCCONNELL AIR FORCE BASE said they have seen the latest recommendation; that it meets federal guidelines; and they are in agreement with staff recommendation.

Responding to a question from **BISHOP** concerning the residential area south and west listed as single-family zoning, **KNEBEL** explained that it was the recommendation of the Derby Planning Commission that this area be removed since it is outside the airport overlay.

BISHOP asked about the residential area north of 55th street and if the area is rezoned to Industrial Park the residences will be non-conforming.

KNEBEL said the area she was referring to, which is owned by the City, is platted; however, no houses are built.

MCKAY referred to the staff report and commented that he felt uncomfortable with recycling plants and asphalt plants as permitted uses.

KNEBEL explained that this was not a hearing on the "IP-A" Industrial Park-Airport zoning district and what is and is not allowed under that zoning. He said if the Commission want to change the IP-A permitted uses, staff would need to advertise a separate public hearing and go through that process. He commented on the temporary nature of the asphalt plant, which would be a 3-6 month operation to build publicly funded street projects in the area. He said the recycling would be indoor only; no outdoor recycling, and collection containers will be small like the containers in the parking lot of Dillon's Stores.

Responding to a question from **MARNELL** regarding several lots southwest of 55th and Woodlawn, **KNEBEL** commented that they had been included in the original proposal due to the potential future impact from noise as indicated by the 1994 "AICUZ" Study. He said the reason those were not removed was because staff felt they a contiguous zoning pattern. He said staff only removed any jagged edges and non-contiguous parcels.

MARY JO PEEL, 4615 EAST 63rd STREET SOUTH provided Commissioners a handout, which was a map depicting property that she had purchased 1 ½ year ago and had re-zoned to “LC” Limited Commercial. She indicated that the “LC” zoning was not reflected on the latest map provided by Planning Staff, and said she was concerned about how this proposal would affect their ability to develop their property. She asked the Commission to give them the Limited Commercial zoning that would allow them to move forward with their plans for development.

KNEBEL explained that the property was zoned “GC” General Commercial with a protective overlay approved by the County Commission. He said the area was subject to platting by the City of Derby, and the fact the plat had been recorded was not communicated to planning staff in order to put the rezoning on the map. He suggested removing the area from this rezoning proposal.

TRINA HODGES, 7217 SOUTH HILLSIDE, 55th AND WOODLAWN thanked Planning staff for the alternative proposal, which she said she and her husband supported. She asked the Commission to support the alternative zoning proposal submitted by staff.

CELIA AND GLENN GOERING, 6801 SOUTH OLIVER, DERBY stated that they supported staff’s alternative recommendation. She voiced several concerns about the first proposal relative to increased population, property development, and preservation of the green space and wildlife and Wichita Osage Orange trees in the area. She urged the Commission to approve the alternative recommendation proposed by staff.

KIM MULLEN, 5201 TUSCANNY said she is in support of staff’s alternative recommendation because she felt the other proposals would devalue their property.

PHIL MCDANIELS, 6613 EAST 47th STREET SOUTH said he has lived in the area for 27 years and he understood that this change in zoning is supposed to better serve McConnell Air Force Base. He added that if the area were developed into an industrial park, that would mean a higher density of buildings and people, which he felt would pose more of a threat than the current agricultural and undeveloped nature of the area. He said he was not in favor of any zoning change in his area.

BLAKE BEATY, 708 BLUE STEM, HAYESVILLE said he supported staff’s alternative proposal, which removed his parent’s property from the rezoning.

SHELLY DUNNEGIN, DERBY provided Commission members with a handout of pictures of her property. She said her family had spent time and energy to purchase land in the County on three separate occasions over a period of 13 years. She said they have 20-acre lots designed for large homes or they could have 5-acre lots if they platted. She said she did not like the idea of surrounding their homes with an industrial development. She commented that the original proposal made it so property owners couldn’t even build homes on their own property, which she said was not right. She also said it was not right to rezone this area without property owner’s permission because it was like changing the rules in the middle of the ballgame. She concluded by saying that demand for industrial development does not exist in this area. She also express concern regarding increased taxes. She concluded by saying that they do support staff’s alternative recommendation and urged the Commission to approve the alternative proposal.

STEVE KELLY, 633 NORTH KESSLER said his property is zoned “LC” Limited Commercial now and that the property to the north and south of his property is not suitable for rural residential development. He said the best use of the land was for commercial or industrial. He said he does not support staff’s alternative recommendation, but supported Derby’s recommendation.

DALE KUHN, 6051 SOUTHEAST BLVD, DERBY asked the Commission to approve staff's alternative recommendation.

BOB SCHRADER, 4415 EAST 63RD STREET SOUTH said he supported staff's alternative recommendation and commented that the changes made to the map have been excellent. He mentioned that his neighbors, the Hill's, who own the property next to him, should be granted their own zoning.

DEB HAMLIN, 641 SOUTH OLIVER thanked Planning Staff for the alternative proposal and the fact that their property was no longer in the rezoning. She said she doesn't support the whole rezoning issue and asked why this needed to be done at all? She commented that she had heard a rumor that this was a "land grab" by McConnell Air Force Base.

TAPE 2, SIDE 2

BISHOP commented that she understood that there were two main reasons that have driven the rezoning process. She said one was that security around military installations was upgraded tremendously after 9/11. She said McConnell Air Force Base is extremely significant to the community so the *McConnell Air Force Base Joint Land Use Study* (JLUS) was developed to allow for flexibility and safety around the base. She said as different types of technology are developed, the use of the base may change in the future. She said another reason is that if there is less density surrounding the base, such as with Industrial Park - Airport zoning, any accident would cause less death and destruction.

MIKE MCKAY, CIVIL ENGINEERING, MCCONNELL AIR FORCE BASE said he wanted to reiterate what **MS. BISHOP** said and commented that the Air Force has been accused of grabbing land in past meetings; however, he wanted to remind the Commission and audience that the United States Department of Defense is the process of divesting itself of properties and has closed 130 Air Force bases. He concluded by stating that McConnell Air Force Base contributes approximately \$430 million annually into the local economy.

JOAN HEFFINGTON, 7145 BLUBERRY LANE, DERBY provided Commission members a handout which was an article concerning a memorial to her father who was a fighter pilot in Vietnam. She said she thought she was in favor of the zoning; however, she has a small office building that she would like excluded so that the area can remain "LI" Limited Industrial to fit in with her plans for development and the memorial to her father.

KNEBEL said either "LI" Limited Industrial or "LC" Limited Commercial zoning would permit what **MS. HEFFINGTON** wanted to do.

STEPHEN WOLKE, 6250 EAST 55th STREET, said he has lived in the area for 40 years and that four houses in his area are included in the rezoning. He asked why and said he didn't understand it.

KNEBEL said these properties are included because they fall into the noise contours as designated by the 1994 "AICUZ" Study.

TIM AUSTIN, POE & ASSOCIATES, REPRESENTING L&A PROPERTY, said they are in favor of the proposed rezoning. He commented that his client may want to use the property for other uses than permitted in "IP-A" zoning.

DIRECTOR SCHLEGEL commented that the purpose of this public hearing was not to amend the zoning language.

LOU ANN DELGADO (HAUGHAWOUT), 11887 SW 40th TOWANDA said her family supported the staff's alternative recommendation and that they appreciate the change.

PHILLIP FOWLER, 6511 EAST MURDOCK, REPRESENTING PARENTS THAT LIVE AT 7035 EAST 49th STREET SOUTH said this rezoning is not affecting his parents this time around and that their area was left alone for now. He commented that if the area becomes an industrial park, how would that benefit security? He mentioned taxes and that his parents needed the lower tax on agricultural property in order to survive or they would no longer be able to afford to live where they are. He said he didn't approve of the rezoning at all.

KNEBEL explained that taxation and assessment is based on "use" not how a property is zoned. He said concerning the issue of why staff is proposing changing zoning now, he said the land will remain agricultural and open farm ground even after it is rezoned until the City of Wichita installs infrastructure such as sewer and water lines. He said this is a long-term community growth project and that when growth occurs, agricultural properties will be subdivided and developed. If the property remains as zoned, it will be developed into hundreds or even thousands of residential lots which is not a compatible use with the base. He said that was the purpose and intent of changing the zoning today. He said eventually future uses would be of an industrial nature.

PAMELA SCHRADER, 4415 EAST 63rd STREET SOUTH, said she was very happy with staff's alternative recommendation.

MOTION: To approve subject to staff recommendation.

DENNIS moved, **BISHOP** seconded the motion, and it carried (9-2).
GISICK and MCKAY – No.

GISICK said he wanted to congratulate staff on the alternative proposal, which seemed to make everyone very happy. He asked about the possibility of accommodating the one individual residing at 6250 E. 55th Street South.

KNEBEL mentioned the attempt to provide flexibility for future changes of mission at McConnell Air Force Base and said that was the reason that the area was included in the alternative proposal. He also mentioned the elimination of jagged edges and non-contiguous parcels to the area proposed for rezoning.

MARNELL stated that he disagreed with restricting these properties as well and suggested taking the quarter section in question containing the four parcels out of the proposal and commented that several areas south of the section had been removed.

Responding to a question, **LTC SMITH** said that McConnell Air Force Base is not directing any measure one way or the other and that they could agree to the alternative proposal either with or without the quarter section.

MARNELL asked if the base could accomplish their objective without the quarter section.

LTC SMITH reiterated that McConnell Air Force Base was not directing any of this local community rezoning effort. He said less density and less people around the base helps; however, he added that McConnell Air Force Base does not stand either for or against the quarter section parcel.

DIRECTOR SCHLEGEL said he wanted to state “for the record” that McConnell Air Force Base did not initiate this rezoning proposal. He said this proposal was a local community effort initiated by the Wichita City Council, Board of County Commissioners, and the Derby City Council with the objective of protecting and retaining the base because they were concerned that the base not be closed.

KNEBEL mentioned that as far as the IP-A zoning is concerned, it is more permissive zoning that “SF-20”.

MARNELL commented that he thought some people would disagree and that is was more objectionable from his standpoint that local government bodies were wanting to restrict use of land as opposed to the Air Force; however, he said he would still like to see the quarter section removed.

SUBSTITUTE MOTION: To approve subject to staff recommendation, with the exception of the quarter section at the southwest corner of 55th and Woodlawn and the property at 6250 E. 55th Street S.

MARNELL moved, **MCKAY** seconded the motion, and it failed (4-7). **BISHOP, DENNIS, HENTZEN, MILLER STEVENS, MITCHELL, SHERMAN** and **VAN FLEET** – No.

BISHOP said she did not like to see an area removed from the rezoning because it was difficult for Planning Staff to develop this compromise. She said any more cut backs takes the zoning proposal further from its goal of retaining McConnell, and she felt it was important to retain McConnell from an economic development standpoint.

DENNIS said he wouldn’t support the substitute motion because he felt Planning Staff had come up with a good compromise. He mentioned the negative impact on the City of Wichita if McConnell Air Force Base closes.

HENTZEN also commented that he wouldn’t support the substitute motion.

City of Wichita
City Council Meeting
December 4, 2007

TO: Mayor and City Council Members

SUBJECT: DR2005-21: Zone change from SF-5, Single Family to IP-A, Industrial Park - Airport. Generally located at the northeast corner of 55th Street South and Clifton Avenue. (District III)

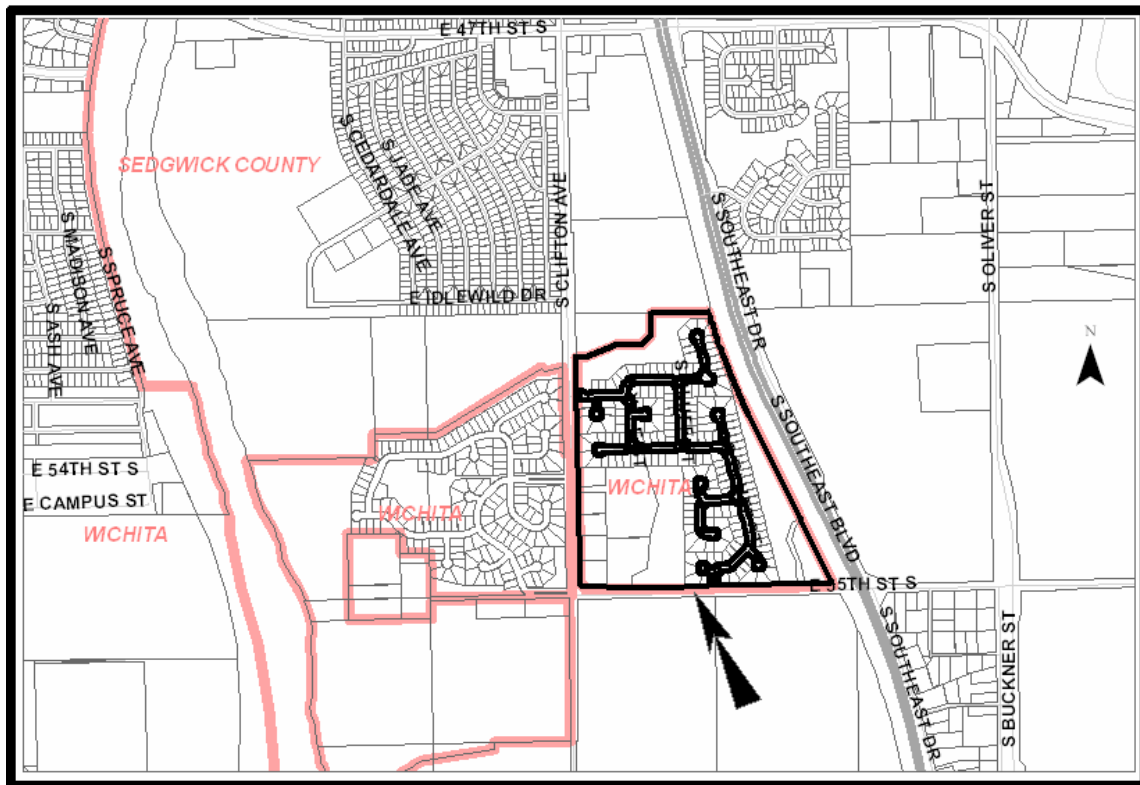
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (9-2).

MAPD Staff Recommendations: Approve.

DAB Recommendations: Approve (9-0).



Background: On November 14, 2006, the City Council directed staff of the Wichita-Sedgwick County Metropolitan Area Planning Department to proceed with a number of zoning code text and zoning map amendments in order to implement the recommendations of the Implementation Coordination Committee for the *McConnell Air Force Base Joint Land Use Study, May 2005* (JLUS). One of the initiated zoning map amendments is to rezone certain properties located at the northeast corner of 55th Street South and Clifton Avenue from SF-5, Single Family to IP-A, Industrial Park – Airport.

The purpose of the proposed rezoning is to encourage future land uses on agricultural and undeveloped properties that are consistent with Federal Land Use Compatibility Guidelines (LUCG), which lists uses compatible with McConnell Air Force Base (AFB) based on proximity to flight paths and noise contours. The properties proposed for rezoning were recently donated to the City of Wichita for the purpose of developing a park. The LUCG recommend that park and recreation uses on the subject property be limited to those that do not involve large congregations of people. The IP-A zoning district limits park and recreation uses to those that attract no more than 25 participants or spectators per acre at any one time.

Analysis: The District Advisory Board for City Council District III (DAB III) considered the proposed rezoning at their meeting on October 3, 2007, and voted (9-0) to recommend approval. The summary of the DAB III meeting is attached. The Wichita-Sedgwick County Metropolitan Area Planning Commission (MAPC) considered the proposed zone change on October 18, 2007, and voted (9-2) to recommended approval. The minutes of the MAPC hearing are attached. Opposition regarding the rezoning of properties to the IP-A zoning district was expressed at the MAPC hearing; however, no opposition has been expressed regarding the proposed zone change as it relates to properties located within the corporate limits of Wichita.

Financial Considerations: None.

Goal Impact: The proposed rezoning addresses the Safe and Secure Community Goal by establishing zoning restrictions that limit property uses to those that are most compatible with the operation of McConnell Air Force Base. The proposed rezoning addresses the Economic Vitality and Affordable Living Goal by establishing reasonable growth management policies that help balance future operations at McConnell with the growth needs of the City.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendations/Actions:

1. Concur with the findings of the MAPC and approve the first reading of the ordinance establishing the zone change; or
2. Return the application to the MAPC for reconsideration

(An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing.)

City of Wichita
City Council Meeting
December 4, 2007

TO: Wichita Airport Authority

SUBJECT: Agreement for Replacement Flight Information Display System –
Signature Technologies, Inc. dba Com-Net Software

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: The current Flight Information Display System (FIDS) was installed at Wichita Mid-Continent Airport in November 2001 and has reached the end of its useful life. The software that manages and controls the displays showing arrival and departure information is not upgradable or supported by the vendor. The airport issued an RFP for a new FIDS that will handle arrival and departure information as well as visual paging for the hearing impaired and receive automatic flight updates from the airlines' operational offices and the FAA.

Analysis: Requests for Proposals were received by the City Purchasing Manager from three vendors. The Staff Screening and Selection Committee selected Signature Technologies, Inc. dba Com-Net Software as the successful vendor for the replacement Flight Information Display System. This new system uses a web-based technology as opposed to the current devices which require on-site computer equipment.

Financial Considerations: The cost for providing the service is \$180,042 over the three-year term of the agreement.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which maintain systems designed to provide information to its users, and ultimately improve services to airport users.

Legal Considerations: The Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Agreement, and authorize the necessary signatures.

Attachments: Two original signature copies and 12 distribution copies of the Agreement.

SIGNATURE TECHNOLOGIES, INC.

INFORMATION DISPLAY SYSTEM
MUFIDS CONTRACT

This Agreement dated the _____ between Wichita Airport Authority (hereinafter referred to as "ICT"), having a principal place of business at 2173 Air Cargo Road, Wichita, KS, 67209 and Signature Technologies, Inc. dba Com-Net Software (hereinafter referred to as "Com-Net"), having its principal place of business at 3728 Benner Rd., Miamisburg, Ohio 45342. The agreement is in reference to the Request For Proposal Number FP600112.

Now, therefore, in consideration of the mutual covenants contained herein, the parties intending to be legally bound, hereby agree as follows:

1.0 PURPOSE

1.1 ICT has a requirement for a Multiple User Flight Information Display System (MUFIDS) upgrade at their airport facility.

1.2 ICT and Com-Net has jointly developed the Statement of Work (SOW) for MUFIDS, which is part of the Agreement and Annexed hereto as Appendix A.

2.0 PERFORMANCE STANDARDS

2.1 Com-Net hereby represents and warrants that all MUFIDS software and hardware provided for herein shall comply with the specifications and performance standards set forth in Appendix A attached hereto.

3.0 PROJECT MANAGEMENT

3.1 Both parties will appoint a Project Manager for the duration of the Agreement and all contact of a technical nature by either party shall be through its respective Project Manager. For ICT this will be Mr. Don Snider as the Project Manager. For Com-Net it will be Mr. Brad Wickersham.

3.2 The responsibilities of the ICT Project Manager shall include:

3.2.1 Close liaison and participation with Com-Net at all stages of the project.

3.2.2 Ensuring the software product (EclipsX®) provided by Com-Net is acceptable to the ICT airport.

3.3 The responsibilities of the Com-Net Project Manager shall include:

3.3.1 Close liaison with the ICT Project Manager at all stages of the project.

3.3.2 Approving on behalf of Com-Net any changes proposed to the MUFIDS SOW.

Any change in Project Management personnel assigned to the project or their responsibilities shall be communicated to the other party in writing without delay.

4.0 ACCEPTANCE

4.1 Upon the installation of all MUFIDS software at the Site and the successful cut over of the existing MUFIDS displays, ICT will accept the project, as defined in SOW Appendix A, as complete and sign related Acceptance Form provided by Com-Net and provided as Appendix C.

5.0 PRICE AND PAYMENT TERMS

5.1 The firm price for the MUFIDS System is stated in the SOW attached as Appendix A.

5.1.1 – Additional Software, Service, and hardware pricing will be defined in Appendix B.

5.2 Upon acceptance of the SOW ICT shall pay for the system based on the following terms:

\$22,542.00 for the first monthly payment and the remaining thirty five (35) monthly payments will be in the amount of \$4,500.00 per month for a total of thirty-six (36) months. The total system price will be \$180,042.00. The first invoice will be sent to ICT upon system acceptance. Monthly invoices will be sent to ICT at the beginning of each month of service.

5.3 This section intentionally left blank.

5.4 All invoices shall be sent to the following address:

Attn: Don Snider
2173 Air Cargo Road
Wichita, KS 67209

Unless otherwise agreed, payment shall be made within (30) thirty days following receipt of a non-disputed invoice. If payment is not received by Com-Net by the Due Date, ICT shall pay a financing charge of 1.5% for each month or portion thereof during which payment remains outstanding. To dispute an invoice, ICT must provide a written notice to Com-Net within (10) Ten days of receipt of the invoice noting the cause of the dispute.

5.5 The firm price detailed in Section 5.1 herein is exclusive of all taxes. ICT shall be responsible to the respective fiscal authority for the payment of all taxes, based on work performed or products delivered pursuant to this Agreement except for any tax based upon Com-Net income.

6.0 OWNERSHIP AND RIGHTS; SECURITY INTEREST

6.1 OWNERSHIP AND RIGHTS

The software package supplied as part of the MUFIDS System is a Proprietary Product of Com-Net and shall remain the property of Com-Net. Upon signing the Software License Agreement, ICT is licensed to use the software at the site designated and cannot copy or install the software at other locations without the written permission of Com-Net. Upon contract termination all hardware, Com-Net software, and third party software provided by Com-Net will be returned to Com-Net. A project schedule is provided as Appendix D.

7.0 THIRD-PARTY SOFTWARE PRODUCT LICENSE

7.1 Where identified in the SOW, Appendix A, Com-Net shall secure perpetual licenses at no additional cost to ICT according to the supplier's normal terms and conditions to use the Hardware supplied by ICT in pursuance of the Agreement. The third-party software referred to in this clause shall include, but not necessarily be limited to Microsoft Windows-based Software.

8.0 WARRANTIES

8.1 SOFTWARE

Com-Net warrants that for twelve (12) months following the acceptance of MUFIDS as a whole all Developed Software (and associated documentation) to be delivered to ICT hereunder shall be free from material programming errors and from defects in workmanship and materials; shall conform to the performance capabilities, characteristics, specifications, functions and other descriptions and standards applicable thereto as set forth in Appendix A hereto; and that, the services to be performed in a timely and professional manner by qualified personnel familiar with all such Software. In the event that material defects are discovered during the warranty period, Com-Net shall promptly remedy such defects with minimal disruption to ICT operational requirements and at no additional expense to ICT.

8.2 PROPRIETARY SOFTWARE

Com-Net warrants that the Proprietary Software and all products, documentation and other materials required to be delivered to ICT hereunder does not infringe upon or violate any patent, copyrights, trade secret, trademark, invention, proprietary information, nondisclosure, or other rights of any third party.

8.3 COMPLIANCE WITH APPLICABLE LAWS

Com-Net warrants that all MUFIDS Proprietary Software and all other products, documentation and other materials required to be delivered to herein, the development and use by ICT thereof, and the performance by Com-Net of its obligations hereunder, shall be in compliance with all applicable codes, laws, rules and regulations as of the date of delivery thereof to ICT.

9.0 TERMINATION

9.1 DEFAULT

Either party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) calendar days after receipt of written notice of such default (or such additional period as the non-defaulting party may authorize). The contract agreement shall be in effect for a minimum of twelve (12) months unless an unresolved default by either party occurs within the initial period. At contract termination all hardware, Com-Net Software, and third party software will be returned to Com-Net Software.

9.1.1 CONFIDENTIAL AND PROPRIETARY INFORMATION; PUBLICITY

Each party acknowledges and agrees that any and all information emanating from the other's business, in any form, and any methods, systems, or other elements created, learned or developed by Com-Net in performing this Agreement, is "Confidential and Proprietary Information." Each party agrees that it will not, during or after the term of this Agreement, permit the duplication or disclosure of any such Confidential and Proprietary Information to any person (other than an employee, agent or representative of the other party who must have such information for the performance of its obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the other party in writing. "Confidential and Proprietary Information" is not meant to include any information that, at the time of disclosure, is in the public domain.

9.2 ACTS OF INSOLVENCY

Either party may terminate this Agreement by written notice to the other and may regard the other party as in default of this Agreement, if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or has been wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occurs, that party shall immediately notify the other party of its occurrence.

10.0 EXEMPTION FROM LIABILITY

10.1 Both Com-Net and ICT shall be exempt from liability in respect of any failure to perform or delay in performance of its obligations under this Agreement arising from any of the following causes:

10.1.1 Labor disputes involving complete or partial stoppage of work, restrictive practices, strikes threatened or actual.

10.1.2 Force Majeure or any other cause beyond the control of either party hereto including, but not limited to, Governmental interference, direction, or restriction, supervening illegality, war, civil commotion or fire.

10.2 Notwithstanding the above both parties agree that any delay shall not be deemed to be an excusable delay within the provisions of Section 10.1 herein unless prompt notice is given to the other party in writing.

11.0 CONSEQUENTIAL DAMAGES

In no event shall either of the parties hereto be liable to the other for payment of any consequential damages resulting from the default in the performance of their respective obligations under this Agreement. However, the provisions of this Section shall not apply in any way to Com-Net obligations to indemnify any Indemnified Party pursuant to Section 14 hereof.

12.0 INSURANCE

Com-Net shall maintain in effect at all times during the term hereof insurance (including, inter alia, worker's compensation, public liability, product liability, property damage and automobile liability insurance) against all losses, claims, demands, proceedings, damages, costs, charges and expenses for injuries or damage to any person or property arising out of or in connection with this Agreement which are the result of the fault or negligence of Com-Net its agents and subcontractors jointly or severally. The Wichita Airport Authority and the City of Wichita will be named as additional insured.

13.0 INDEMNIFICATION

Com-Net does hereby indemnify and shall hold harmless (including reasonable attorney's fees) ICT, its agents and employees (hereinafter referred to individually as "Indemnified Party") against all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from or in connection with the violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the performance of the Services hereunder. Com-Net obligation to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason. ICT shall promptly notify Com-Net of any claim and Com-Net

may, at its option, conduct the defense in any such action arising as described herein and ICT promises to fully co-operate with such defense.

Com-Net and ICT agree to indemnify and hold the other harmless against any suit, claim, damages and expense (including reasonable attorneys' fees) by reason of (a) any personal injuries or tangible property damage which the indemnified party may incur as the result of the indemnifying party's gross negligence or willful misconduct in the course of the performance of this Agreement,

14.0 RIGHT TO DEFEND IN ACTIONS

Com-Net agrees to notify ICT immediately upon the commencement of any action brought against Com-Net whose outcome may affect the rights of ICT herein granted and ICT, shall have the right, at its own expense, to participate in the defense of such actions.

15.0 SYSTEM AVAILABILITY; PUBLICITY

Com-Net guarantees the system to be available 99.9 percent of the time excluding network outages beyond their control and between the hours of 2:00 AM and 4:00 AM Central Time. The system may be taken off line for maintenance between 2:00 AM and 4:00 AM by Com-Net with prior notification to ICT.

15.1 PUBLICITY

Neither party shall use the name of the other in publicity releases or advertising, or for other promotional purposes, without securing the prior written approval of the other party hereto.

16.0 ASSIGNMENT

Neither party shall assign or subcontract this Agreement without the other party's written consent; ICT shall remain the guarantor of and be primarily liable for any obligations, financial or otherwise, arising from this Agreement.

17.0 APPLICABLE LAW;

This Agreement shall be governed by the Laws of the State of Kansas including such State's Uniform Commercial Code.

18.0 INSTRUCTIONS

During the term of this Agreement, Com-Net will be responsible for ensuring that its agents and employees will, whenever on ICT premises, obey all reasonable instructions and directions issued by its agents and employees.

19.0 CUMULATION OF REMEDIES

All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

20.0 MAINTENANCE

Maintenance of proprietary software for MUFIDS shall be available for the operational life of FIDS, but in any event for not less than Three (3) years from System Acceptance Date. Any additional maintenance will be the subject of a separate Services Agreement between Com-Net and ICT.

21.0 CHANGES

Terms and conditions of this Agreement may be amended from time to time by mutually agreed Change Orders. Such Change Orders shall only take effect when formally agreed by the respective Project Managers and upon signature by duly authorized representatives of ICT and Com-Net.

22.0 WAIVER

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

23.0 INDEPENDENT CONTRACTOR

It is expressly understood that Com-Net and ICT are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing, signed by both parties hereto.

24.0 NOTICES

Any notice or other communication hereunder shall be in writing and sent to the principal address of the party as set forth in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.


For and on behalf of
Wichita Airport Authority

Title: Carl Brewer, President

Date: _____

2173 Air Cargo Road
Wichita, KS 67209
(316) 946-4700

For and on behalf of
Signature Technologies, Inc.



Title: David L. Michaels, President
& CFO

Date: 11/7/2007

3728 Benner Road
Miamisburg, Ohio 45342
(937) 859-6323

Law Department: Approved for: Gary E. Roberts for

APPENDIX A

STATEMENT OF WORK (SOW)

Wichita Mid-Continent Airport MUFIDS Migration to EclipsX

A. Overview

This document details the scope of work to be performed for ICT related to the upcoming Multi-User Flight Information Display System (MUFIDS) replacement.

This document outlines the work to be performed with the installation of the new MUFIDS.

All Com-Net Software work will be coordinated with the Airport representative and will be scheduled through an advance work planning schedule.

System pricing is based on a twelve (12) month minimum. The first monthly payment will be in the amount of \$22,542.00. The remaining monthly payments will be in the amount of \$4,500.00 per month. The length of this agreement will be for thirty-six (36) months.

B. Technology

Com-Net Software will supply the following EclipsX Software Licenses in support of the installation:

QTY	Description
1	EclipsX 5.0 Display Manager
6	EclipsX- Sign View License
21	EclipsX View (DDC Software) (20 for production, 1 for test)
1	EclipsX 2-Web Module
1	EclipsX Notify Module

All software licenses are scheduled to be installed on equipment provided by ICT (PC's).

NOTE: The usage of full screen video and other high processing media types is dependent upon the class of equipment provided for the player application. Older legacy equipment (CPU, RAM, and Video) may not be sufficient to drive rich media files efficiently. ICT will be responsible for upgrading any hardware that is insufficient.

Third party software licenses required by EclipsX include:

- 21 Microsoft Windows CAL license
- 2 Microsoft SQL 2005 Server, Standard Edition
- 2 Microsoft Windows 2003 Server, Standard Edition

Note: Com-Net assumes the existing player PCs have an existing copy of Windows 2000 and that all 10 airline client PC's will have Internet Explorer 5.5 or higher. ICT is responsible for providing any additional licensing that is necessary. Com-Net will provide any point releases for EclipsX 5.0 to ICT free of charge.

C. Hardware

Com-Net will provide two (2) servers, one to be located at the ICT airport and the other located at Dayton, OH. Both servers will be installed with a 17" flat panel monitor, keyboard, and mouse. Com-Net will also provide two (2) Tugman Entry Devices to be installed at the inbound baggage carousels, two (2) Ethernet Device Servers, two (2) serial data converters with the appropriate cables and connectors.

D. Electrical & Network installation

ICT will provide all network, data, and power sufficient to drive network, computer, and display equipment.

E. Installation Details

Com-Net Software will install all software components on equipment provided by ICT at the Wichita Mid-Continent Airport.

Com-Net will be responsible for cut-over activities and system integration which will be conducted with minimal disruption to regular operations.

Com-Net will provide user and administrative level training as part of system integration activities.

Com-Net understands that some of the MUFIDS replacement work to be conducted is sensitive in nature and may need to be performed overnight or during non-standard business hours.

APPENDIX B

WARRANTY, SERVICE, AND FUTURE PRICING

A. Warranty and Services

After system acceptance, Com-Net Software will warrant the installed system hardware for one full year. Com-Net will provide 12 months of full software warranty. A full year of Help-Desk Support is also part of our warranty. Com-Net will include post-warranty remote maintenance support from date of system acceptance to include Help Desk support through out the term of the agreement.

24 x 7 Help Desk

Frequently problems caused by operator error, power failures, or unique operating conditions that require in-depth knowledge of the Information Display System can be resolved quickly and efficiently with a phone call to our Help Desk Facility. Our Help Desk is fully staffed with trained, experienced Help Desk Analysts 24 hours a day, seven days a week. During non-business hours, critical/emergency calls receive a call back by a Help Desk Analyst within 1 hour.

If a software problem occurs that cannot be resolved by a Help Desk Analyst, the problem is escalated to one of our Customer Service Engineers. The Customer Service Engineer will provide the necessary telephone support to assist your staff in diagnosing the problem and will define a course of action to resolve the problem.

A Help Desk Analyst stays involved throughout the entire process and serves as your main point of contact until the problem is resolved.

B. Service Response Definition

Com-Net provides on-going services to maintain the MUFIDS equipment in an operational state and minimize downtime. On-site services for Com-Net provided hardware will be provided for one year during the warranty period. Com-Net classifies service requests into two categories; Emergency/Critical and Routine. Emergency/Critical service requests are defined as follows:

Emergency/Critical Failures

Emergency Definition - A system failure is considered an emergency if any of the key components are inoperative to the extent the system cannot function in a normal manner. The emergency services shall include: the furnishing and installation of components, parts or software changes required to replace malfunctioning system elements. Emergency failures include the following:

- a. The MUFIDS server is inoperative for more than two (2) hours
- b. Two (2) or more of the MUFIDS monitors are inoperative
- c. Twenty-five percent (25%) or more of the Airline Client Input Stations are inoperative
- d. The fourth (4th) occurrence or greater of the same system failure in a thirty (30) day period

Routine Maintenance

Routine Definition – A system failure is considered routine if it doesn't meet the above definition of emergency and by its nature is non-critical to ICT's overall site operation. Routine maintenance typically includes single points of failure and can be scheduled for remediation.

Service Level Agreement

Com-Net will provide a timely response to service requests from ICT on MUFIDS software and Com-Net provided hardware components. Service response times are unique for the categories of preventative, emergency and routine. Service response times are as follows:

Maintenance Response and Completion

Emergency/Critical Response – Com-Net will provide telephone support 24 hours per day, 7 days a week for emergency response. Telephone support will be provided within an hour (1) of receipt of the request. On-site emergency response will be provided within four (4) hours of determining resolution can't be accomplished by remote access into the system. Once on site, Com-Net will repair the failed components and restore system operation within four (4) hours.

Routine Response – Com-Net will provide telephone support 24 hours per day, 7 days a week for routine response. Telephone support will be provided within two (2) hours of receipt of the request. On-site routine response will be provided within forty-eight (48) hours of determining resolution can't be accomplished

by remote access into the system. Once on site, Com-Net will repair the failed components and restore system operation within eight (8) hours.

Disaster Recovery

Com-Net will provide ICT a compact disk (CD) of each Microsoft® server product that we are providing. SQL 2003 server, Standard Edition, and Windows® 2003 Server, Standard Edition. In the event of a complete server failure, ICT will load these two items onto a new server class machine and Com-Net will re-build all local services and procedures remotely to put the system back into operation.

C. Additional Software and Service Pricing

Any additional EclipsX software display license and configuration (per display) will be \$85.00 per month per display (VGA).

LED Sign Driver, License, and configuration will be \$50.00 per month per sign.

The additional pricing does not include the cost of hardware. Com-Net will provide a quotation and procure separately if requested.

All pricing will be incremental to the base MUFIDS monthly price and newly installed items will be added to the agreement for the month in which installed.

D. On-Site Service and Maintenance Post Warranty

On going hardware maintenance, if requested, will be quoted separately from the ongoing software and support monthly pricing.

Any additional hardware or on-site maintenance will be added incrementally to the base MUFIDS monthly price.

Professional Services Hourly Rates – T&M

Description	
Software Customization	\$125
System Configuration	\$125
Custom Configuration & Design Consulting	\$125
Project Management	\$150
Project Management Per Diem – Daily	Actual
Project Management Travel Airfare	Actual
Installation / Configuration (Hardware)	\$95
Installation / Configuration (Software)	\$115
Installation Per Diem – Daily	Actual
Installation Travel Airfare	Actual
Training	\$115
Training Per Diem – Daily	Actual
Training Airfare	Actual
O&M Manuals and Documentation - Each	\$50

APPENDIX C

SYSTEM ACCEPTANCE

**Wichita Airport Authority
Eclipsx 5.0 MUFIDS System Acceptance**

1. System Administration Classroom Training complete. _____.

2. Operators Classroom Training complete. _____.

3. Deliver all System passwords and all other site-specific information to ICT personnel. _____.

4. Do all authorized airline users have access to the system? _____.

5. Are all qualified and configured workstations accessing the system. _____.

6. Display Location Acceptance (9 Locations)

Location 1 / (To be noted as accepted)

Is there Eclipsx flight information on the displays? _____

Is the information correct to include Visual Paging? _____

Comments: _____

Corrective Actions:

Location 2 / (To be noted as accepted)

Is there Eclipsx flight information on the display? _____

Is the information correct to include Visual Paging? _____

Comments: _____

Corrective Actions:

Location 3 / (To be noted as accepted)

Is there Eclipsx flight information on the display? _____

Is the information correct to include Visual Paging? _____

Comments: _____

Corrective Actions:

Location 4 / (To be noted as accepted)

Is there Eclipsx flight information on the display? _____

Is the information correct to include Visual Paging? _____

Comments: _____

Corrective Actions:

Location 5 / (To be noted as accepted)

Is there Eclipsx flight information on the display? _____

Is the information correct to include Visual Paging? _____

Comments: _____

Corrective Actions:

Location 6 / (To be noted as accepted)

Is there Eclipsx flight information on the display? _____

Is the information correct to include Visual Paging? _____

Comments: _____

Corrective Actions:

Location 7 / (To be noted as accepted)

Is there Eclipsx flight information on the display? _____

Is the information correct to include Visual Paging? _____

Comments: _____

Corrective Actions:
_____.

Location 8 / (To be noted as accepted)

Is there Eclipsx flight information on the display? _____

Is the information correct to include Visual Paging? _____

Comments: _____

Corrective Actions:

Location 9 / (To be noted as accepted)

Is there Eclipsx flight information on the display? _____

Is the information correct to include Visual Paging? _____

Comments: _____

Corrective Actions:
_____.

Tugman Keypad #1

Does the Tugman scroll through the correct airlines? _____.

Can you enter an arrival and have it show up on the right carousel monitor? _____

Does the correct carousel show up on the arrivals page? _____

Tugman Keypad#2

Does the Tugman scroll through the correct airlines? _____

Can you enter an arrival and have it show up on the right carousel monitor? _____

Does the correct carousel show up on the arrivals page? _____

ICT Signature: _____

Date: _____

Com-Net Signature: _____

Date: _____

APPENDIX D

PROJECT SCHEDULE

<u>TASK</u>	<u>DURATION</u>	<u>START</u>	<u>FINISH</u>
Contract Execution	23 Days	11-07-07	11-30-07
Notice to Proceed	0 Days	12-03-07	12-03-07
System Design	11 Days	12-03-07	12-14-07
Procurement & Configuration	18 Days	12-03-07	12-21-07
Equipment Shipment	4 Days	01-07-07	01-10-08
On-Site Mobilization	5 Days	01-14-08	01-18-08
User Training	1 Days	01-17-08	01-17-08
Final Acceptance	1 Days	01-18-08	01-18-08

SIGNATURE TECHNOLOGIES, INC.

INFORMATION DISPLAY SYSTEM
MUFIDS CONTRACT

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